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IN THE

Supreme Court of the United States

OCTOBER TERM, 1951

No. 392

DIXON THEATRES, INC., *Petitioner*,

v.

BUFFALO THEATRES, INC., BIXON THEATRES CORPORATION, VITAGRAPH, INC., LOEW'S INC., PARAMOUNT PICTURES, INC., RKO RADIO PICTURES, INC., TWENTIETH CENTURY-FOX FILM CORPORATION, UNITED ARTISTS CORPORATION and VINCENT B. MCFAUL, *Respondents*.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT.

ROBERT L. WAGNER,
Washington, D. C.,
Attorney for Petitioner.

BOSERUP & HOFFMAN,
LOUIS BOSERUP,
DUDLEY CAMPBELL, JR.,
Buffalo, N. Y.,
Of Counsel.

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IN THE

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No.

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v.

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PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT.

To the Honorable, The Chief Justice of the United States, and to the Associate Justices of the Supreme Court of the United States:

JURISDICTION.

Dipson, Theatres, Inc., prays that a writ of certiorari be issued to review the judgment of the United States Court of Appeals for the Second Circuit entered in the above entitled cause on July 25, 1951. Jurisdiction of this Court is invoked under 28 U.S.C. Sec. 1254.(1).

OPINIONS BELOW.

The opinion of the Second Circuit Court of Appeals (R. 2082) is reported at 190 F.(2d) 951. The opinion of the District Court (R. 9) is reported at 86 F. Supp. 716. The District Court dismissed an anti-trust suit brought by petitioner upon the ground that the respondents' conduct had not damaged the petitioner. The Circuit Court affirmed the dismissal on the ground that the respondents' conduct did not violate the anti-trust laws.

QUESTIONS PRESENTED.

The basic question is whether conduct which this Court has condemned as unlawful in a Government anti-trust suit may be found lawful in a private anti-trust suit. The specification of errors (p. 14) raises related questions which are important but subsidiary to this question.

THE STATUTES INVOLVED.

Petitioners' suit was brought under Section 4 of the Clayton Act, which reads as follows:

> "Any person who shall be injured in his business or property by reason of anything forbidden in the anti-trust laws may sue therefor in any district court of the United States in the district in which the defendant resides or is found or has an agent, without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee." 38 Stat. 731; 15 U.S.C. 15.

The anti-trust laws which forbid the conduct in issue here are Sections 1 and 2 of the Sherman Act, 26 Stat. 209, 15 U.S.C. 1 and 2. The Government suit in which this Court condemned that conduct was brought under Section 4 of the Sherman Act. 26 Stat. 209, 15 U.S.C. 4.

The provisions of the Clayton Act which define the benefits which private plaintiffs are to receive from Govern-

ment anti-trust litigation are found in Section 5 of that Act. 38 Stat. 73, 15 U.S.C. 16.

STATEMENT.

The opinion of the Circuit Court of Appeals holds that three of the major film distributors did not violate the anti-trust laws by agreeing to limit first and second-run exhibition of their films in Buffalo, New York, to theatres jointly owned and controlled by two of them. That holding is directly contrary to the decision of this Court in *United States* v. *Paramount Pictures, Inc.*, 334 U.S. 131. In that case, the joint ownership in question here was dissolved and renewal of the Fox, Paramount and Loew[1] film franchises, which excluded other exhibitors from these runs, regardless of the merits of their theatres, was enjoined, pursuant to the mandate of this Court. 85 Fed. Supp. 881, 897.

Petitioner, Dipson Theatres, Inc., was organized in 1939 by Nikitas Dipson, an experienced motion picture exhibitor from Batavia, N. Y. (R. 93-96) to operate certain theatres in Buffalo, which were formerly operated by the respondent, Buffalo Theatres, Inc. That respondent had been organized in 1934 by respondents Loew, Paramount and McFaul to take over thirteen theatres previously operated by Michael Shea (R. 45, 490). Control of Buffalo Theatres, Inc., referred to in the opinion below and hereafter as Shea, was vested in Loew and Paramount, each of which had one-third of the stock and two of the six directors (R. 1192-93). McFaul served as President of Shea and "bought and booked" the films for the Shea theatres, in consultation with Loew and Paramount (R. 534) until October 1940, when Marcus Loew Booking Agency, a wholly-owned subsidiary of Loew, took over this function (R. 527-28).[2]

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[1] The same abbreviations for the names of the distributor respondents as appear in the opinion below are used herein. Loew is also known as Metro.

[2] McFaul testified that he didn't know whether Marcus Loew Booking Agency was a subsidiary of Loew (R. 528), but its subsidiary status was later conceded by his counsel (R. 580-81).

The principal theatres involved are the Century, a downtown first-run theatre which had been operated by Loew before Shea acquired it, (R. 1276) and the Bailey, operated by Shea as a second-run theatre in the northeast part of Buffalo. Both theatres were operated by Shea from the time it was organized until Dipson began operating them. Dipson acquired the Century by lease and the Bailey by purchase of the fee in April, 1939 (R. 112), but did not take over their operation until August of that year, when Shea's leases expired (R. 117). Shea also operated three other downtown first-run theatres and all of the remaining second-run theatres, the Kensington, Seneca, and Elmwood (R. 631-32, 1657-58). Petitioner's suit arose out of the fact that Dipson could not license for the Century and the Bailey the runs which they had when operated by Shea.

The claim as to the Century is relatively unimportant because it was operated by petitioner only from November 20, 1940 to June 29, 1941, when the lease was surrendered.[3] The claim as to the Bailey is for damages sustained from August 1, 1939 to September 26, 1946, the date the suit was filed. During this seven-year period it was compelled to play on third-run, following the second-run at Shea's Kensington, the films of respondents Fox, Loew, Paramount, RKO and United Artists, all of which had licensed the Bailey on second-run when it was operated by Shea. When the Bailey operated as a second-run theatre it earned about eighteen thousand dollars a year more than it did as a third-run theatre.[4]

Petitioner sought unsuccessfully to restore the Bailey's second run by an arbitration proceeding under the provisions of the consent decree entered in 1940 in the Paramount case (R. 414-15). The arbitrator found that the Bailey could earn more film rental than the Kensington and

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[3] Prior to that time it was operated by another corporation affiliated with Dipson called Century Theatrical Enterprises, Inc. (R. 153-54).

[4] Profits of about $16,000 a year were converted into losses of about $2,000 a year as appears from a comparison of the figures tabulated at pages 10 and 12, *infra*.

that the "clearance" established in 1939, which compelled the Bailey to play behind the Kensington was unreasonable (R. 1734-35). Petitioner appealed that decision pursuant to the consent decree provisions, on the ground that the arbitrator should have entirely eliminated the clearance instead of reducing it to three days. The Appeal Board held that the case afforded "a clear illustration of discrimination against a theatre solely because of a change of ownership" (R. 1739) and that this was "an obvious injustice" (R. 1740), but that it had no power to restore the Bailey's run (Ex. P-85 for ident, R. 1733).[5] It gave the maximum relief permitted by the consent decree by further reducing the Kensington's clearance to one day. The intimation by the Appeal Board that the distributor respondents should voluntarily restore the Bailey's run was ignored by them.

In 1945 the Government concluded that the 1940 consent decree was inadequate relief and brought the Paramount case to trial. That case gives prospective injunctive relief against the discriminations found in the arbitration proceeding but this suit is the sole remedy for the past injury they occasioned.

The Circuit Court's opinion refers to Shea's joint ownership and control by the respondents, Loew and Paramount, and notes that since the Paramount case condemned such joint ownership they have "consented to surrender their interest in Shea" (R. 2096). That consent judgment was entered as part of the final relief in the Paramount case, as noted by the District Court in its opinion giving effect to the mandate of this Court. 85 Fed. Supp. 881, 897. The opinion of this Court condemned such joint ownership in the following language:

> "To the extent that they have joint interests in the outlets for their films each in practical effect grants

[5] After permitting counsel for the respondents to examine Dipson about the proceeding and to describe what the Appeal Board held, the Trial Court refused to admit the decision itself in evidence (R. 483-85).

> the other a priority for the exhibition of its films. For in this situation as in the case where theatres are jointly managed, the natural gravitation of films is to the theatres in whose earnings the distributors have an interest. Joint ownership between exhibitor-defendants (Loew, Paramount, Fox, RKO and Warner) then becomes a device for strengthening their competitive position as exhibitors by forming an alliance as distributors. An express agreement to grant each other the preference would be a most effective weapon to stifle competition. A working arrangement or business device that has that necessary consequence gathers no immunity because of its subtlety. Each is a restraint of trade condemned by the Sherman Act." 334 U. S. 131, 151; names in parenthesis added.

The Circuit Court's opinion in this case states, on the other hand, that the admitted policy of Loew and Paramount to favor Shea's theatres because they had an interest in them "is no evidence that they conspired to do so jointly rather than doing so individually" (R. 2096) and that "Loew and Paramount could legally favor their own theatres" (2098). The basis for rejecting the contrary holding of this Court in the *Paramount* case is said to be a prior holding by the Circuit Court that the *Paramount* case is not "conclusive of the question of the conspiracy among the distributor defendants in a private treble damage action involving a single city" (R. 2092).[6]

For its finding of no conspiracy as to Fox, which gave Shea an exclusive first and second-run franchise in the city of Buffalo during the period 1937-42, regardless of the theatres it operated there (R. 1657-58), the Circuit Court re-

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[6] The petition for certiorari in that case, *Fifth and Walnut, Inc.* v. *Loew's Incorporated*, No. 400, Oct. Term, 1949, claimed that the Circuit Court's holding that theatre "pools" were not illegal per se was in conflict with the decision of this Court in the *Paramount* case. The distributor respondents conceded that this Court had condemned "pools" but opposed review on the ground that "There was no pool, as that term was used by the District Court and by the Court in the *Paramount* case" (Brief in Opp. pp. 21-22)

lies on the statement that Fox "gave Dipson all it could under its agreement with Shea" (R. 2095), to wit, third-run Buffalo, and first-run outside Buffalo. The fact that such agreements had been found unlawful in the *Paramount* case was apparently regarded as inconclusive here because that case did not hold all franchises to be illegal per se.

Loew's and Paramount's failure to cause Shea "to retain control of the Century and Bailey in 1939", when Dipson acquired them (R. 2097) is also cited as justification for finding no conspiracy to monopolize first or second-run exhibition in Buffalo. As the opinion states, "plaintiff only alleges a conspiracy with respect to runs" (R. 2098)[7] and concededly did not prove a conspiracy to hold all Buffalo theatres suitable for first and second-run exhibition. Petitioner's complaint was admittedly founded upon the fact that it had succeeded in acquiring the Century and Bailey theatres but could not then license the runs they had when operated by Shea.

A basic issue in this case and in the *Paramount* case was the legality of the power resulting from an exhibitor's operating agreements, franchises, or stock affiliation, with the major distributors, to pre-empt a prior-run playing position for its theatres, regardless of the suitability of competing theatres for operation on the run in question. This Court found in the *Paramount* case that one of the goals of these arrangements was "monopoly in exhibition" (334 U. S. 131, 170) and that such an exclusion of independent exhibitors was a violation of the Sherman Act, whether the goal of a theatre monopoly was in fact reached or not. 334 U. S. 131, 173.

There was no dispute that the exclusionary power flowing from the joint ownership and franchises here involved

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[7] The Court's table of varying clearances established in favor of the Kensington after the Bailey was reduced to a third-run theatre and Dipson began operating it (R. 2088), would disprove a conspiracy to establish a uniform clearance interval. It merely affirms the conspiracy charged here, which was one to prevent the Bailey from operating as a second-run theatre after Shea lost it.

had arbitrarily deprived petitioner of any opportunity to compete with Shea for a first or second run in Buffalo of the Fox, Loew or Paramount films. The Circuit Court, however, viewed these arrangements as permissible so long as they did not result in "a monopoly of first and second-run theatres" (R. 2096). In so holding the Circuit Court flatly contradicted the holding of this Court in the *Paramount* case.

The injury to petitioner resulting from the Circuit Court's refusal to be bound by the *Paramount* holding as to the illegality of these licensing discriminations is obscured in the opinion by other erroneous conclusions. Although the Loew-Paramount joint ownership of Shea, its franchises with the distributors and the Appeal Board decision which condemned the distributors' withdrawal of second-run from the Bailey when Shea lost it as "a clear illustration of discrimination against a theatre solely because of a change of ownership" (R. 1739), were all proven in the *Paramount* case,[8] the opinion erroneously suggests that evidence of the Buffalo situation was not introduced or relied upon by the Government in that case (R. 2093). Although the facts, noted by the Appeal Board, as to the ability of the Bailey to produce more revenue than the Kensington were again proven in this case by undisputed

[8] The Paramount-Loew joint ownership of the Shea theatres was proved in the *Paramount* case by Exs. 46 & 62. They are among the 14 theatres referred to in footnote 9 at page 151 of this Court's opinion as "Paramount-Loew's". The Appeal Board decision, marked for identification in this record as Ex. P-85, was admitted in evidence in the Paramount case as a part of Ex. 2. The franchises respectively appear on lists in evidence in that case, as Exs. 396, 376 and F-22. The Appeal Board decision is discussed at length at p. 109 of the Government's brief in the District Court in the *Paramount* case and is digested at pp. 406-07 of the appendix to the Government's briefs in this Court. There was no occasion to discuss the evidence as to the Fox, Loew or Paramount franchises as those defendants did not appeal from the District's Court's finding that they should be prohibited from making any franchise.

documentary evidence,[9] the opinion erroneously says that petitioner failed to show this (R. 2089).

While the merits of the theatres were disputed by counsel, there was no conflict in the evidence, which showed conclusively that the Kensington could not earn grosses or film rentals equal to those the Bailey could earn *on the same run.* Admittedly, the Bailey's earning power decreased after its demotion to an inferior run, but—and this is the crux of the case—admittedly it had outgrossed the Kensington when the two theatres had the same run.

The grosses of the Bailey and Kensington on every "A" film that played the Kensington from January 1, 1936 to August 1, 1942 are tabulated on Exhibit 136, (R. 1802) which shows the name and distributor of each film, the dates it played each theatre and the gross receipts of each during the engagement. The grosses of the Bailey on the films it played ahead of the Kensington greatly exceeded those of the Kensington on the films it played ahead of the Bailey (R. 1802; App. 1-23).[10]

The comparisons referred to by the Court *all relate to the period when the Bailey was compelled to play most of*

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[9] The grosses and film rentals produced by both theatres when operated by Shea on second-run, as they appear on Shea's profit and loss statements (Exs. P-95, P-98; R. 1747-48), are shown in the following table:

	Bailey		Kensington	
	Gross Adm.	Film Rental	Gross Adm.	Film Rental
1936	$121,426	$45,092	$ 93,494	$36,492
1937	139,511	50,530	100,671	37,084
1938	143,214	53,201	109,428	41,078

[10] Schedule XI a (R. 1802), which is a summary of Schedule XI, and the figures which appear on the first and last pages of Schedule XI itself (R. 1803) are the only parts of Exhibit 136 which appear in the printed record. The remaining pages of Schedule XI also show on their face the superior grossing capacity of the Bailey over the Kensington when these theatres alternated in playing the respondent's film first, and the much lower grosses made by the Bailey on third-run after May, 1939, when it was compelled to follow the Kensington on all of the respondent's films that the Kensington played on second-run. We have therefore printed Schedule XI in its entirety as an Appendix to this petition and the App. references are to the pages of that appendix.

its films after the Kensington and the Kensington played no films after the Bailey. They merely emphasize the basis for petitioner's damage claim, which is that the Bailey's earning power decreased when it became a third-run theatre. The 1940-42 figures on Ex. P-136 show also that the Kensington's grosses were correspondingly increased as its status as a theatre playing second-run exclusively became established. (R. 1802, App. 27-41).

The Bailey was bought by Dipson and Basil in April 1939 and was operated by petitioner upon the expiration of Shea's lease on July 31, 1939. Shea made it a third-run theatre in May 1939 (R. 1802, App. 23). For the last thirteen weeks of Shea's operation the Bailey played no films ahead of the Kensington, grossed only $25,008 and lost $1,018.87 (R. 1751-52). For the first thirteen weeks of 1939, it had grossed $37,067 and earned $5,077 (Ex. P-97, R. 1749). While both theatres were operated as second-run theatres by Shea, the operating profits of the Bailey, as well as its grosses, greatly exceeded those of the older and smaller Kensington, as shown in the following tabulation of Shea's profit and loss statements (Exs. P-95 through P-98; R. 1747-49):

	Bailey		Kensington	
	Gross Adm.	Net Profit	Gross Adm.	Net Profit or Loss
1936	$121,426	$12,408	$ 93,494	$2,199
1937	139,511	16,892	100,671	(1,395)
1938	143,214	16,139	109,429	1,014
1939 (1st Quart.)	37,067	5,077	24,911	806
Total	$441,218	$50,516	$328,505	$2,624

No distributors decided that they would gross more "by showing all their pictures at the Kensington first" (R. 2090) because there were no facts to support such a decision. The sales representatives of the distributors who testified at the trial did not claim that second-run was refused to Dipson at the Bailey for that or any of the "additional reasons" (R. 2090) which the Circuit Court recites. The District Court did not so find.

The defense witnesses all denied participation in any conspiracy to injure the Bailey, but the testimony of the respondent McFaul and his booker Murphy that the Bailey's run was switched to the Kensington by agreement with the distributors, Fox, Loew, Paramount, RKO and United Artists, in May, 1939, after McFaul learned that Dipson had bought the Bailey, was undisputed.[11] The decisions of Loew and Paramount to prefer the Kensington were admittedly controlled by their desire to favor their own theatres. The decision of Fox was admittedly controlled by the first three-year franchise made in 1937, which extended through the 1939-40 season.

While finding it "unnecessary to discuss" the challenged District Court findings of no damage, the Circuit Court suggests in concluding its opinion that there was no adequate proof of damage in any event (R. 2098). A glance at the profit and loss figures for the two theatres during 1940-45 shows that the effect of Shea's 1939 switch of the Bailey's second-run to the Kensington was to switch to the Kensington the Bailey's second-run profits, tabulated at p. 10, *supra*.

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[11] Murphy, who had left Shea prior to the trial, testified that in 1937, 1938 and in 1939 until a little more than two months before the expiration of Shea's lease, the Bailey and Shea's other second-run theatres, the Elmwood and Seneca, all played the majority of their films at the same time and ahead of the Kensington (R. 752-53). When asked to describe the change made in May, 1939, he said:

"A. We switched the so-called day and date run of the Bailey with the Elmwood and Seneca to the Kensington" (R. 753). Respondent McFaul reluctantly admitted that he had learned of Dipson's purchase of the Bailey in April, 1939 (R. 609), that the prospect of moving out of the theatre was the reason for making the change (R. 610-611) and that all of the distributors whose films were involved in the change agreed to it (R. 605). As the table in the opinion below shows, the only distributors not parties to the agreement were Columbia, Universal and Warner (R. 2088).

	Bailey		Kensington	
	Admns.	Net Profit or Loss	Admns.	Net Profit
1940	$110,098	$2,057	$130,963	$13,864
1941	106,134	(3,045)	123,017	8,202
1942	115,542	4,304	142,477	13,505
1943	107,679	(2,376)	135,712	10,541
1944	120,238	(2,916)	143,529	10,122
1945	133,371	(4,924)	147,091	13,578
Total Period	$693,062	(6,900)[12]	$822,789	$69,812

[12] Figures in parenthesis indicate a loss. The Bailey figures are from petitioner's profit and loss statements. Exs. P-190 through P-195; (R. 1940-92). The Kensington figures are from Shea's profit and loss statements (Exs. P-95 and P-96; R. 1747-48)). The profit and loss figures tabulated above have not been adjusted to exclude the miscellaneous income received in addition to the admissions. So adjusted, the Bailey's loss for the period 9/1/39 to 9/17/46 was $19,115 or an average of about $2,700 per year (Ex. P-182, R. 1905, Note to Col. 6).

The undisputed operating figures also showed extensive damage to the Bailey under the precise formula approved by this Court in *Bigelow* v. *RKO Radio Pictures, Inc.*, 327 U. S. 251, where an independent Chicago neighborhood theatre was also excluded from a prior-run enjoyed by a theatre affiliated with Paramount. The independent Jackson Park earned substantial net profits during the five years it was excluded from the run of the affiliated Maryland, but was awarded as damages the additional profits it might have made, if allowed to compete for the Maryland's run. Two formulae for computing such damages were approved by this Court. The lower figure of $115,982, was determined by subtracting the Jackson Park's net receipts (admissions less film rental) for the five-year period from the like net receipts of the slightly larger Maryland. 327 U. S. 251, 257-58. If the Bailey's net receipts for the six calendar years 1940-45, are subtracted from the like net receipts for

that period of the Kensington, a smaller theatre, the difference is $109,496.[13]

It is sufficient to say with respect to the Century that Shea made substantial profits from the exhibition of Fox, Loew and Paramount first-run films at that theatre under the franchises which excluded petitioner from access to them when it operated the same theatre.[14] There was no proof or finding below that petitioner was not hurt by lack of competitive access *to those films.* The defense sought only to show that petitioner was additionally handicapped by poor management and adverse general business conditions.

The respondents persuaded the District Court to ignore the undisputed proof of injury by emphasizing the difficulties involved in determining *the amount* of petitioner's damage. None of this evidence rebutted *the fact of injury* and tended at most to make ascertainment of the *extent of the injury* uncertain. The Bigelow case held that uncertainty as to the extent of the injury cannot relieve an anti-

[13]

	Bailey			Kensington		
	Admissions	Film Rental	Net Receipts	Admissions	Film Rental	Net Receipts
1940	$110,098	$ 40,673	$ 69,425	$130,963	$ 45,918	$85,045
1941	106,134	43,799	62,335	123,017	42,752	80,265
1942	115,532	44,999	70,543	142,477	49,949	92,528
1943	107,679	41,404	66,275	135,712	45,768	89,944
1944	120,238	44,298	75,940	143,529	49,296	94,233
1945	133,371	44,734	88,637	147,091	46,455	100,636
Total	$693,062	$259,907	$433,155	$822,789	$280,138	$542,651
Average per yr.	$115,510	$ 43,318	$ 72,192	$137,131	$ 46,690	$ 90,441

Admissions and film rentals are from the profit and loss statements. Bailey (Exs. P-189 through P-195, R. 1932-92); Kensington (Ex. P-95, R. 1747).

[14] The reference in the opinion to losses at the Century under Shea's management (R. 2091) is to losses which were incurred in 1939, after Shea had decided not to renew its lease. During 1936-38 it earned a total net profit of $42,086 before deducting the Loew share called "additional film rental" (Ex. P-125, R. 1780). The so-called additional film rental was in fact a percentage of Shea's net profits granted to Loew as part of the consideration for its franchise (Ex. P-133, R. 1794-95).

trust defendant from liability where the fact that illegal conduct has injured the plaintiff's business has been shown. 327 U. S. 251, 265.

The evidence of bad management and unfair competition at the Bailey, referred to in the Circuit Court's opinion (R. 2090) relates to only one of the seven years during which damages were sustained. The reference to alleged bad management at the Century is to self-serving opinions offered at the trial by employees of the defendants. If the District Court's judgment could have been sustained by affirming its findings as to lack of damage, there would have been no occasion for the Circuit Court's discussion of the law violation issue.

SPECIFICATION OF ERRORS.

1. The Circuit Court erred in refusing to apply the principles of law established in *United States* v. *Paramount*, 334 U. S. 131, in determining whether or not an anti-trust law violation had occurred.

2. The Circuit Court erred in failing to consider and reverse the erroneous findings as to damages which resulted from the District Court's refusal to apply the principles of law established in *Bigelow* v. *RKO Pictures, Inc.*, 327 U. S. 251.

3. The Circuit Court erred in inferring non-existent reasons for the distributors' refusal to deal with petitioner for the runs licensed to Shea.

4. The Circuit Court erred in suggesting that additional injury from bad management and unfair competition by others could excuse an injury resulting from anti-trust law violations.

5. The Circuit Court erred in failing to reverse the District Court and direct the entry of a judgment in favor of petitioner.

REASONS FOR GRANTING THE WRIT.

1. The Circuit Court's holding requires review here because its effect is to nullify the principles of law established by this Court in *U. S.* v. *Paramount Pictures, Inc.*, 334 U. S. 131. Since the final decision in the *Paramount* case was not rendered until after petitioner's case was tried[16] and its case was heard by the District Court without a jury, the questions as to admissability of government anti-trust pleadings in private suits and proper jury instructions, involved in *Emich Motors Corp.* v. *General Motors Corp.*, 340 U. S. 558, are not here. The decision below is, however, also in conflict with the basic assumption of the *Emich* decision, i.e., that treble damage plaintiffs should have the benefit of whatever propositions of law are established in Government anti-trust litigation. The Circuit Court's opinion holds that no principles of law were established in the *Paramount* case which can control the decision of an issue of law violation which arises in a private anti-trust suit.

The Circuit Court's holding that absence of a complete monopoly may excuse a licensing discrimination which has a monopolistic purpose repeats one of the errors which occasioned this Court's reversal of the original *Paramount* decision by the three-judge District Court. 66 Fed. Supp. 323. The Circuit Court evidently thought that the fact that Shea had not achieved a theatre operating monopoly was significant when it said, "Had a monopoly been obtained by Shea we might have viewed the question differently" (R. 2096). In the *Paramount* case this Court noted the failure of the District Court to find any monopoly or attempt to monopolize "even with respect to the theatres jointly owned by distributors" (334 U. S. 131, 169) and pointed out that "the power to exclude competition when it is desired to do so" (334 U. S. 131, 173) when couped with the exclusionary purpose found in that case, violates Section 2 of the Sherman Act, whether a theatre monopoly is achieved or not; citing *American Tobacco Co.* v. *United*

[16] See Chronology of Reported Decisions under TABLE OF AUTHORITIES, *supra*, and District Court docket entries (R. 6-7).

States, 328 U. S. 781, and *United States* v. *Griffith,* 334 U. S. 100.

In the *Griffith* case, as in the similar *Crescent*[17] and *Schine*[18] cases, the violations found included a series of conspiracies between *some of the distributors* and an independent theatre circuit, i.e., one not affiliated with a distributor, to give prior runs to the circuit's theatres, regardless of the suitability for such runs of the theatres competing with the circuit. Griffith had not obtained a monopoly of the first-run product or all of the distributors in any town where there was a competing theatre but their monopolistic purpose made its several agreements with the distributors unlawful. 334 U. S. 100, 109.

One form of agreement by which such discrimination was assured was the film franchise, which assured the circuit theatres of first-run privileges for long periods of time, generally from two to five years, regardless of any competitive changes which might occur while the franchise was in force. Generally the theatres enjoying the privilege were named in the franchise but sometimes, as here, the franchise ran to the exhibitor, regardless of what theatres he might lose or acquire (R. 1657-58). These franchises were an explicit avowal of a monopolistic purpose which would otherwise only be inferred from a repeated discriminatory course of conduct, to prefer the favored exhibitor regardless of the suitability of his theatres and those of his competitors for the run sought. The franchises in the *Crescent, Schine* and *Griffith* cases were accordingly all found illegal and enjoined. The Circuit Court's suggestion that franchises merely assured the distributors that their product would be exhibited by the best exhibitor (R. 2095) was explicitly rejected by this Court as a legal justification for them in the *Crescent* case. 323 U. S. 173, 182-183, 187.

The refusal of the Circuit Court to be bound by this Court's decision is highlighted by the description of a con-

[17] *United States* v. *Crescent Amusement Co.,* 323 U. S. 173.

[18] *Schine Theatres* v. *United States,* 334 U. S. 110.

spiracy among some of the distributor respondents[19] to favor first-run theatres affiliated with them as "entirely different from that shown in the *Paramount* case which apparently favored large combines such as Dipson" (R. 2097). That is the very interpretation of this Court's decision which the three-judge Court rejected in divorcing the major distributors from their affiliated theatres. 85 Fed. Supp. 881, 895. If the *Paramount* conspiracy had not protected affiliated combines, such as Shea, against competition from independent circuits, such as Dipson, there would have been no basis for such disaffiliation.[20] This Court had rejected the respondent's claim that the basic evil in the *Paramount* case was discrimination in favor of large circuits, regardless of affiliation, when it rejected competitive bidding as a remedy. 334 U. S. 131, 164-65. It again rejected the same claim when it affirmed the divorcement judgment, per curiam, in a memorandum opinion. 339 U. S. 974.

In the *Paramount* case, where Fox, Loew, Paramount, RKO and Warner were the principal defendants, it appeared that precisely the same type of discrimination as that embodied in franchises had been produced by affiliation of these distributors with theatre circuits, through stock ownership and operating agreements. It also appeared that *two or more of these distributors* would sometimes, as

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[19] The fact that some of the distributors licensed Dipson on first-run at the Century and on second-run at the Bailey does not distinguish this conspiracy from that found in the Paramount case. As the District Court's findings and this Court's opinion show, one or more of the distributor respondents licensed their films on first-run to independent theatres in fifty of the largest cities (70 F. Supp. 53, 70, Fndg. 148; 334 U. S. 131, 167).

[20] The inability of even the largest independent theatre circuits to compete with affiliated theatres was expressly recognized in the Crescent and Schine decrees, which exempted those defendants from competitive licensing provisions in situations where their theatres were in direct competition with affiliated theatres. Thus, paragraph three of the Schine decree excluded Buffalo, where Schine was in competition with Shea (334 U. S. 111, 124, footnote 12) and the Crescent decree excluded Nashville, where Crescent was in competition with Loew (323 U. S. 173, 187).

in Buffalo, pool their theatre holdings by joint ownership of stock in a single operating corporation, and then exclude competing unaffiliated theatres from the prior-run playing position enjoyed by the affiliated theatres. This was done by committing their own films for such runs exclusively to the jointly-owned theatres and by inducing enough of the other principal distributors to commit their films in similar fashion, so that the independents could not operate successfully on those runs.

The result was that most of the first-run theatres in cities of more than 100,000 were affiliated with one or more of these five major film distributors. 334 U. S. 131, 167. This Court found a series of local vertical conspiracies between each of these distributors and its first-run accounts to give these theatres a monopoly of the available patronage and a nation-wide horizontal conspiracy among the distributors themselves to establish a uniform system of runs in all communities. 334 U. S. 131, 170-171.

This Court held all joint ownerships of theatres by the distributor respondents to be invalid restraints on competition and ordered each of them dissolved. 334 U. S. 131, 151. This Court also invalidated all franchises except those made with independent exhibitors to enable them to compete with affiliated theatres.[21] The Circuit Court's statement that neither franchises nor joint ownerships of theatres was held by this Court to be illegal "per se" does not explain its refusal to accept this Court's holding that all franchises *made with theatres affiliated with the major distributors* and all joint ownership of theatres by *two or more of those distributors* are illegal. The franchises and joint ownership before the Circuit Court not only fell clearly within the classes invalidated by this Court's decision but

[21] This court said that franchises are not "illegal per se when extended to any theatre or circuit no matter how small". 334 U. S. 131, 156. The District Court on the remand construed this language as saving only franchises made with independent theatres. 85 Fed. Supp. 881, 897.

were, themselves, actually enjoined by the final judgment. 85 Fed. Supp. 881, 897.

Even if the Circuit Court's suggestion that these franchises and this joint ownership were invalidated in the *Paramount* case only because they were "found to facilitate" (R. 2092) a larger conspiracy is accepted they may not be isolated from that conspiracy in this suit. A single agreement which is illegal only because it is one of a number of similar agreements made by an anti-trust law violator for a trade restraining purpose may be just as injurious as any other form of illegal agreement. *United Shoe Machinery Company* v. *LaChapelle*, 212 Mass 467, 99 N. E. 289, 293; cited with approval in *Transparent-Wrap Corp* v. *Stokes & Smith Co.*, 329 U. S. 637, 647.

In these circumstances, the Circuit Court's refusal to be bound by the *Paramount* decision in resolving the law violation issue presented in this suit, in effect, construed Section 4 of the Clayton Act to require proof of a different anti-trust law violation than any proven by the Government. There is no warrant in any decision of this Court for such a construction and its effect is to nullify the private remedies for anti-trust law violations granted by the Clayton Act.

The private plaintiff cannot derive from a decision in a Government anti-trust suit the benefits that Section 5 of the Clayton Act contemplates, unless he may rely on such a decision to show the illegal nature of the conduct he complains about.[22] This is especially true where the conduct

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[22] While the Government judgment is only a *prima facie* estoppel as to matters of law as well as fact, where a proposition of law has been settled by a decision of this Court the decision must conclude the lower Courts until such time as this Court chooses to overrule it. As Senator Reed pointed out in debate on Section 5, the reason for changing the conclusive estoppel, provided in the original bill to a prima facie estoppel was, where matters of law are concerned, to permit defendants to show that this Court had subsequently overruled or otherwise weakened the authority of the original decision. 51 Cong. Rec., 13899.

that injures him is illegal only because of its connection with a nation-wide conspiracy. Many of the parties to such a conspiracy are, by its nature, outside the reach of the private plaintiff's process and he does not have the resources to prove such a conspiracy, in any event. The Government is also never bound to show injury to any specific competitor as an element of its case and for that reason the impact on the plaintiff's business of the defendant's illegal conduct must generally be proven without the benefit of any estoppel created by a Government judgment.

If the Government litigation does not even establish in the private suit that conduct condemned by a decision of this Court is illegal, then the private plaintiff takes nothing of value from the Government litigation. The decision below, thus, reflects a profound hostility to the purposes of the Clayton Act, as found by this Court in the *Emich* case.[23] Since the Bailey-Kensington discrimination, sanctioned by this decision, was widely publicized through the prior arbitration decision as "an obvious injustice" (R. 1740) the Circuit Court's opinion has been heralded in the trade as a warning to injured exhibitors that no matter how obvious the injustice there may be no recovery under the Clayton Act.

2. The Circuit Court's opinion has also introduced a novel technique for excusing private injury resulting from anti-trust law violations which, if widely employed, would nullify Section 4 of the Clayton Act. The Courts have sometimes ignored the reasons assigned by anti-trust defendants for their conduct in favor of inferences compelled by results which were necessarily contemplated when the conduct was undertaken, but this appears to be the first time that trade restraining conduct has been justified by reasons

[23] "Congressional reports and debates on the proposal which ultimately became Section 5 reflect a purpose to minimize the burdens of litigation for injured private suitors by making available to them all matters previously established by the Government in anti-trust actions". 340 U. S. 558, 568.

which the witnesses engaging in the conduct were unable or unwilling to articulate at the trial.

The tactic with which the defendants succeeded here was merely to place facts in the record which might conceivably have influenced the distributors' refusal to deal with petitioner for the runs in question instead of offering the testimony of the persons who participated in or authorized the refusal, as to why the refusal occurred. In this way the reasons argued in counsel's briefs and accepted by the Circuit Court were not subjected to the tests of credibility normally used at a trial, such as cross-examination under oath. Since refusals to deal are perhaps the most common means of effectuating trade restraining conspiracies, their judicial justification is a matter of vital concern to this Court. Cf. *Kiefer-Stewart* v. *Seagram*, 340 U. S. 211, 213.

The Courts have generally prevented a successful use of the tactics employed here by inferring from the failure of the defendants to supply testimony as to the reasons in question at the trial, that their testimony, if produced, would have been unfavorable to their contentions. Cf. *Interstate Circuit* v. *United States*, 306 U. S. 208, 225, 226.[24] The failure of the Circuit Court to draw that inference here is emphasized by its seizing upon contradictory reasons, not even logically relevant, to sustain the distributors' conduct.

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[24] The Supreme Court commented upon the defendant's failure to produce the testimony of their principal sales executive as to why the restrictions in question were imposed, as follows: (p.226) "The production of weak evidence when strong is available can lead only to the conclusion that the strong would have been adverse. *Clifton* v. *United States*, 4 How. 242, 247, 11 L. ed. 957, 959. Silence then becomes evidence of the most convincing character. *Runkle* v. *Burnham*, 153 U. S. 216, 225, 38 L. ed. 694, 697, 14 S. Ct. 837; *Kirby* v. *Tallmadge*, 160 U. S. 379, 383, 40 L. ed. 463, 465, 16 S. Ct. 349; *United States ex rel. Bilokumsky* v. *Tod*, 263 U. S. 149, 153, 154, 68 L. ed. 221, 223, 224, 44 S. Ct. 54; *United States ex rel. Vajtauer* v. *Commissioner of Immigration*, 273 U. S. 103, 111, 112, 71 L. ed. 560, 565, 566, 47 S. Ct. 302; *Mammoth Oil Co.* v. *United States*, 275 U. S. 13, 52, 72 L. ed. 137, 151, 48 S. Ct. 1; *Local 167, IBT* v. *United States*, 291 U. S. 293, 78 L. ed. 804, 809, 54 S. Ct. 396."

The Circuit Court's assertion that "it was uncontroverted that the Kensington was in a growing and the Bailey in a declining neighborhood" (R. 2089) is apparently thought to justify the distributors' decision to prefer the Kensington although, as noted above, no witness said that any distributors' decision was influenced in any degree by this or the other "additional reasons" suggested in the opinion for such a preference. The opinion itself contradicts this "reason" in saying it was "not disputed that the Kensington and the Bailey were so similar in quality and location" that "one had to be preferred over the other", (R. 2086) i.e. selected as the appropriate first-run outlet for the common area from which both drew their patronage.

Similarly, the fact that Dipson was "more of a dealer in theatres than Shea" (R. 2090) was plainly not relevant to a choice of the Kensington over the Bailey as the prior-run outlet. No witness could have honestly testified that this "was a further factor in the decisions of some distributors to prefer the Kensington" (R. 2090) in view of the fact that the preference was not a selection of one customer as against another. According to other parts of the opinion Dipson was a large operator (R. 2084), whom the distributors desired to favor because he was "a far larger exhibitor than Shea in the country as a whole" (R. 2089). The fact that all distributors continued to license Dipson at the Bailey and elsewhere should have prevented, in any event, the Circuit Court's inference that Dipson's alleged reputation as a "dealer in theatres" caused the distributor respondents to prefer the Kensington when Shea lost the Bailey.

If such inferences are legally permissible, a Court may excuse any injury resulting from a refusal to deal, regardless of its actual purpose. The decision below contrasts sharply with that of the Third Circuit Court of Appeals in *Ball et al.* v. *Paramount Pictures, Inc.*, 169 Fed. (2) 317, where findings of no conspiracy among these distributors, based only upon their testimony that they did not conspire, were reversed.

3. The Circuit Court's opinion, in its concluding remarks about damages (R. 2098), challenges the correctness of this Court's decision in *Bigelow* v. *RKO Pictures, Inc.*, 327 U. S. 251. Whether an operating loss sustained at the Bailey or Century in any particular year seemed to the Circuit Court to result from bad management, unfair competition by the Genesee or other similar factors is not material to the issue of whether or not these theatres were injured by their exclusion from the runs in question. Since the exclusion adversely affected their earning power, it was immaterial whether the adverse effect was a reduction of profits or an increase in losses. In either event, the petitioner's damage was the differences between its actual profit or loss and an estimated profit or loss figure, based upon an assumed access to the runs in question.

The effect of other factors than the law violations upon either actual or assumed profit and loss figures cannot be accurately measured. Presumably, it remains constant for any given period as to both the actual and estimated figures, but in no event can the presence of such factors affect anything but a calculation of the amount of the damage. This Court held in the *Bigelow* case that consideration of all factors extraneous to the illegal exclusion of a neighborhood theatre from a prior run could properly be eliminated by comparing the net receipts (admissions less film rental) of the excluded theatre with those of a defendant's comparable theatre in the same neighborhood, which enjoyed the run in question during the period of the plaintiff's exclusion. Such a comparison here shows damages to the Bailey in excess of $100,000.[25] Petitioner also showed that the change in the Bailey's run converted profits into losses while it was managed by Shea (R. 1751-52). If such

[25] See the computation at page 13, *supra*. This method of computation is more favorable to the defendants in this case than in the *Bigelow* case because the Bailey had a proven capacity to earn more than the Kensington on the same run. In the *Bigelow* case the injured Jackson Park had never played on the run enjoyed by the affiliated Maryland.

proof does not show injury then no motion picture exhibitor may recover damages for a lost run.

The District Court ignored the undisputed profit and loss figures of the Bailey and Kensington before and during the illegal conduct, which established the Bailey's injury. Its conclusion that the Bailey sustained no injury is supported only by findings which show at most that the amount of the damage was uncertain. The amount of the damage sustained from anti-trust law violations is always uncertain, as speculative assumptions are involved in any estimate of the amount, but the wrong-doers must bear the risks which such uncertainty creates. *Story Parchment Paper Company* v. *Patterson Parchment Paper Company,* 282 U. S. 555, 563. The District Court's conclusion that the Bailey was not damaged by the respondent's conduct was a plain error of law which the Circuit Court should have noted and corrected. By not discussing the damage findings, the Circuit Court's opinion conceals the nature of this error and repeats it by suggesting that additional injury from other adverse factors could excuse the injury resulting from respondent's illegal conduct.

Both opinions below ignore the purpose of Section 4 of the Clayton Act in requiring the entry of a judgment for treble the amount of the damage sustained. That requirement is plainly intended to punish unlawful conduct, in addition to restoring business losses. The interest of society in punishing conduct prohibited by the anti-trust laws is not served by resting liability upon a comparative evaluation of plaintiffs and defendants; or an appraisal of the impact on the plaintiff's business of factors other than the defendant's conduct; yet the opinions below are mainly concerned with a subjective appraisal of the general character of Dipson and Shea as theatre operators and the impact upon petitioner of factors extraneous to the illegal conduct. If the respondents' offense may be excused in this fashion a theft of $100,000 from petitioner's safe could also be excused on the ground that Dipson would have lost the

money anyway from other causes or that Dipson was not the kind of person who ought to have $100,000.

The end result of the Circuit Court's opinion is to deny recovery to persons injured by anti-trust law violations, no matter how explicitly the accused conduct may have been condemned as illegal by this Court and no matter how closely the plaintiff's damage proof parallels proof approved by this Court as adequate to show injury. Unless the decision below is reviewed and reversed, this Court's decisions in the *Paramount*, *Emich* and *Bigelow* cases will have no binding effect in the Second Circuit.

CONCLUSION.

For the foregoing reasons this petition for a writ of certiorari should be granted and the judgment below reversed.

Respectfully submitted,

ROBERT L. WRIGHT,
Washington, D. C.,
Attorney for Petitioner.

BORINS & HOFFMAN,
LOUIS BORINS,
DWIGHT CAMPBELL, JR.,
Buffalo, N. Y.,
Of Counsel.

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OCT 22 1951
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1951.

No. 392

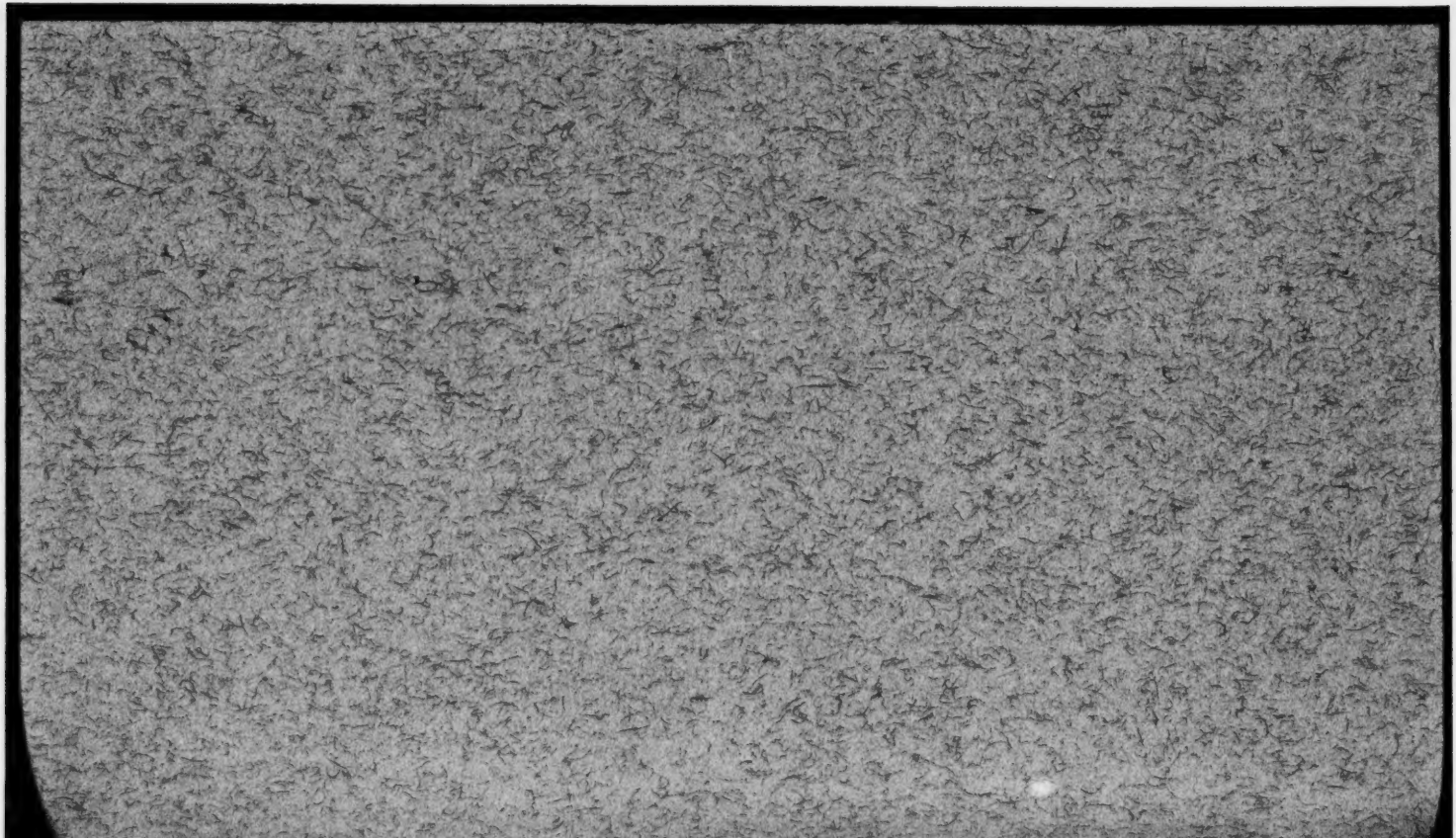
DIPSON THEATRES, INC., *Petitioner*,

v.

BUFFALO THEATRES, INC., BISON THEATRES CORPORATION, VITAGRAPH, INC., LOEW'S INC., PARAMOUNT PICTURES, INC., RKO RADIO PICTURES, INC., TWENTIETH CENTURY-FOX FILM CORPORATION, UNITED ARTISTS CORPORATION, AND VINCENT R. MCFAUL, *Respondents*.

APPENDIX
to
PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT.

PRESS OF BYRON S. ADAMS, WASHINGTON, D.C.



SCHEDULE XI (1)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Big Broadcast 1936	*1936*	1/1,2		Par.		922.35
C. Chan in Shanghai		1/3,4		Fox		424.25
Mutiny on the Bounty	1/1–4	1/5–7	B	Metro	1,673	1,036.80
Red Salute	1/15–16	1/8,9	K	U. A.	1,416	332.05
It's in the Air	1/11	1/10–11	K	Metro		656.50
Hands Across the Table	1/17–18	1/12–14	K	Par.	467	986.95
Case of Lucky Legs	1/8–9	1/15,16	B	W. B.	386	277.45
Dr. Socrates		1/17,18		W. B.		449.40
Night at the Opera	1/12/4	1/19–21	B	Metro	765	714.90
Peter Ebbetson	1/29,30	1/22,23	K	Par.	361	224.45
Three Musketeers	1/10,11	1/24,25	B	R. K. O.	557	383.80
Thanks a Million	1/18–22	1/26–28	B	Fox	1,343	897.70
Metropolitan	1/23	1/29–30	B	Fox	78	169.90
Last Days of Pompeii	1/24,25	1/31–2/1	B	R. K. O.	539	388.00
In Old Kentucky	1/26–28	2/2–4	B	Fox	1,162	991.05
Melody Lingers On	2/2,3	2/5,6	B	U. A.	332	206.40
So the Red Rose	1/31–2/1	2/7–8	B	Par.	402	400.30

Source: Photostats of Defendant-Exhibitors' operating records, furnished by Messrs. Raichle, Tucker and Moore.

Operating records of Dipson Theatres, Inc. and its predecessor, in possession of Plaintiff.

Distributors' names obtained from annuals compiled by the Motion Picture Daily and from Defendant-Exhibitors' records, as above.

Note: Only the "Top" or "First Feature" or "A" pictures from the double bills were used in making this schedule.

Columbia Pictures do not appear, because they were not used at the Kensington.

Approximately half of Warners Pictures, after August 1, 1939, do not appear, because they were not used at the Kensington.

* Schedule XIa of this exhibit appears at R. 1802. This is printed from certified copy of Schedule XI used on argument

SCHEDULE XI (1) (*Continued*)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Frisco Kid		2/2–4	2/9–11	B	W. B.	1,162	747.75
Man Who Broke Bank at Monte Carlo		2/5,6	2/12–13	B	Fox	429	366.50
Mary Burns Fugitive		2/7,8	2/14–15	B	Par.	531	391.45
Littlest Rebel		2/9–11	2/16–18	B	Fox	1,417	982.35
Sylvia Scarlet		2/26	2/19,20	K	R. K. O.	100	266.30
Wipsaw		2/14–15	2/21,22	B	Metro	642	584.50
Annie Oakley		2/27–29	2/23–24	K	R. K. O.	611	666.85
The Payoff		2/19,20	2/25,26	B	W. B.	215	207.50
Ah Wilderness		3/6,7	2/27–29	K	Metro	518	795.70
Riff Raff		3/20,21	3/1,2	K	Metro	428	819.80
I Dream Too Much		3/11,12	3/3–4	K	R. K. O.	172	340.30
Bride Comes Home		2/16–18	3/5–7	B	Par.	1,254	936.80
Show Them No Mercy		3/13,14	3/8–10	K	Fox	403	782.55
I Found Stella Parish		3/4–5	3/11,12	B	W. B.	391	408.25
SCHEDULE XI (2)							
King of Burlesque	*1936*	2/23–25	3/13,14	B	Fox	1,258	473.45
Tale of Two Cities		3/8–10	3/15–17	B	Metro	1,027	670.85
Unknown Woman			3/18–19		Col.		105.10
Collegiate		3/1–3	3/21	B	Par.	1,403	676.95
Magnificent Obsession		3/15–17	3/22–24	B	Univ.	1,048	995.40
Splendor		3/18–19	3/25–26	B	U. A.	275	365.85
Miss Pacific Fleet		3/25–26	3/27,28	B	W. B.	352	482.65
Captain Blood		3/22–24	3/29–31	B	W. B.	1,141	719.50

SCHEDULE XI (2) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Feather in Her Hat	4/8–9	4/1–2	K	Col.	172	225.25
C. Chan's Secret		4/3–4		Fox		370.90
Ceiling Zero	3/29–31	4/5–7	B	W. B.	1,264	743.30
Dangerous	4/1–2	4/8–9	B	W. B.	557	359.65
Professional Soldier	4/3–4	4/10–11	B	Fox	598	343.35
Milky Way	4/17–18	4/12–14	K	Par.	589	908.05
Petrified Forest	4/22–23	4/15–16	K	W. B.	371	469.30
Anything Goes	4/5–7	4/17–18	B	Par.	1,400	535.00
Strike Me Pink	4/12–14	4/19–21	B	U. A.	1,410	828.00
Lady Consents	4/15–16	4/22–23	B	R. K. O.	401	423.05
Fang and Claw	4/10–11	4/24–25	B	R. K. O.	260	399.25
Rose Marie	4/19–21	4/26–28	B	Metro	1,058	742.50
Ghost Goes West	5/6–7	4/29–30	K	U. A.	316	438.95
Tough Guy	4/24–25	5/1–2	B	Metro	498	355.65
Klondike Annie	4/26–28	5/3–5	B	Par.	1,180	769.45
Rose of the Ranch	4/29–30	5/6–7	B	Par.	323	316.10
Paddy O'Day	5/1–2	5/8–9	B	Fox	431	314.60
Wife vs. Secretary	5/3–5	5/10–12	B	Metro	1,576	588.95
Broadway Hostess	5/27–28	5/13–14	K	W. B.	349	347.00
The Big House (reissue)	5/8–9	5/15/16	B	Metro	427	436.20
Country Doctor	5/10–12	5/17–19	B	Fox	801	712.55
It Had to Happen	5/13–14	5/20–21	B	Fox	602	268.05
Voice Bugle Ann	5/15–16	5/22–23	B	Metro	423	335.45

SCHEDULE XI (3)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Modern Times	*1936*	5/17–19	5/24–26	B	U. A.	927	727.00
Desire		8/20–21	5/27–28	B	Par.	511	372.05
Prisoner Shark Island		5/22–23	5/29–30	B	Fox	470	687.25
Trail of the Lonesome Pine		5/24–26	5/31–6/3	B	Par.	1,328	856.90
Story Louis Pasteur		6/16–17	6/4–5	K	W. B.	366	345.80
Garden Murder Case		5/29–30	6/5–6	B	Metro	740	360.00
Follow the Fleet		5/31–6/2	6/7–9	B	R. K. O.	1,176	612.35
Moonlight Murder		6/3–4	6/10–11	B	Metro	540	73.40
Petticoat Fever		6/5–6	6/12–13	B	Metro	429	729.45
Captain January		6/7–9	6/14–16	B	Fox	1,092	850.00
Singing Kid		6/10/11	6/17–18	B	W. B.	423	288.80
Robin Hood Eldorado		6/12–13	6/19–20	B	Metro	361	292.00
Colleen		6/14–15	6/21–23	B	W. B.	920	859.20
Unguarded Hour		7/1–2	6/24–25	K	Metro	462	225.90
Little Lord Fauntleroy		6/18–20	6/25–27	B	U. A.	442	542.10
Small Town Girl		6/21–23	6/28–30	B	Metro	1,254	991.95
Moon's Our Home		6/24–25	7/1–2	B	Par.	437	277.40
Sutter's Gold		6/26–27	7/3–4	B	Univ.	428	232.45
Mr. Deeds Goes to Town		6/28–30	7/5–7	B	Col.	1,072	696.35
Witness Chair		7/15–16	7/8–9	K	R. K. O.	310	218.90
Message to Garcia		7/3–4	7/10–11	B	Fox	507	282.15
These Three		7/5–7	7/10–14	B	U. A.	823	535.45
I Married a Doctor		7/8–9	7/15–16	B	W. B.	314	295.00
C. Chan in the Circus		7/10–11	7/17–18	B	Fox	429	294.60
Under Two Flags		7/12–14	7/19–21	B	Fox	673	814.25

SCHEDULE XI (3) *(Continued)*

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Golden Arrow		7/29–30	7/22–23	K	W. B.	500	458.35
13 Hours by Air		7/17–18	7/24–25	B	Par.	669	470.30
Showboat		7/19–21	7/26–28	B	Univ.	695	640.50
Road Gang		7/22–23	7/29–30	B	W. B.	541	387.25
Ex Mrs. Bradford		7/24–25	7/31–8/1	B	R. K. O.	611	438.90
Princess Comes Across		7/26–28	8/2–4	B	Par.	1,053	686.85

SCHEDULE XI (4)

Dancing Pirate	*1936*	8/12–13	8/5–6	K	R. K. O.	362	340.50
Things to Come		7/31–8/1	8/7–8	B	U. A.	583	346.30
Bullets or Ballots		8/2–4	8/9–11	B	W. B.	753	633.20
Big Brown Eyes		8/5–6	8/12–13	B	Par.	628	544.70
Boulder Dam		8/7–8	8/14–15	B	W. B.	497	301.45
Private Number		8/9–11	8/16–18	B	Fox	1,405	998.30
Case Against Mrs. Ames		8/26–27	8/19–20	K	Par.	601	594.45
Son's O' Guns		8/14–15	8/21–22	B	W. B.	935	633.95
San Francisco		8/16–19	8/23–26	B	Metro	1,684	1,604.25
Three Wise Guys		8/20	8/27	B	Metro	248	399.65
Snowed Under		8/21–22	8/28–29	B	W. B.	765	505.90
Poppy		8/23–25	8/30–9/1	B	Par.	1,138	1,123.45
Return of Sophie Lang		9/11–12	9/2–3	K	Par.	828	442.60
Fury		8/28–29	9/4–5	B	Metro	966	418.75
White Angel		9/10–11	9/6–7	K	W. B.	457	899.85

SCHEDULE XI (4) (*Continued*)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Public Enemy's Wife		8/30–9/1	9/8–10	B	W. B.	1,588	588.95
Dancing Lady		9/2–3	9/11–12	B	Metro	542	504.90
Special Investigator		9/25–26	9/13–14	K	R. K. O.	844	656.45
Sins of Man		9/18–19	9/15–16	K	Fox	766	214.30
Poor Little Rich Girl		9/6–8	9/17–19	B	Fox	1,749	696.05
Bride Walks Out		9/23–24	9/20–21	K	R. K. O.	674	830.40
Suzy		9/13–15	9/22–24	B	Metro	1,212	522.95
Country Beyond		9/4–5	9/25–26	B	Fox	731	493.95
Green Pastures		9/30–10/1	9/27–28	K	W. B.	349	592.35
Rhythm on the Range		9/20–22	9/29–10/1	B	Par.	1,544	859.45
The Devil Doll		9/16–17	10/2–3	B	Metro	574	589.95
Little Miss Nobody		10/9–10	10/4–5	K	Fox	832	852.35
Earthworm Tractors		9/27–29	10/6–8	B	W. B.	1,267	679.40
One Rainy Afternoon		9/16–17	10/9–10	B	U. A.	574	425.65
3 Cheers for Love		10/14–15	10/11–12	K	Par.	543	809.20
To Mary—With Love		10/4–6	10/13–15	B	Fox	1,036	667.35
SCHEDULE XI (5)							
Spendthrift	*1936*	10/7–8	10/16–17	B	Par.	547	436.90
Sing Baby Sing		10/25–24	10/18–19	K	Fox	845	903.75
His Brother's Wife		10/11–13	10/20–22	B	Metro	1,347	793.15
White Fang		10/16–17	10/23–24	B	Fox	691	430.20
Yours for the Asking		10/28–29	10/25–26	K	Par.	417	779.65
Mary of Scotland		10/21–22	10/27–28	B	R. K. O.	316	237.75
China Clipper		10/18–20	10/29–31	B	W. B.	1,497	598.90

SCHEDULE XI (5) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Picadilly Jim	11/11-12	11/1-2	K	Metro	648	1,000.05
General Died at Dawn	10/25-27	11/3-5	B	Par.	1,352	737.60
C. Chan. at Racetrack	10/30-31	11/6-7	B	Fox	690	481.10
Great Ziegfeld	11/1-5	11/8-12	B	Metro	2,282	1,763.65
My American Wife	11/6-7	11/13-14	B	Par.	738	512.75
Last of the Mohicans	11/26-28	11/15-16	K	U. A.	1,369	944.40
Gorgeous Hussy	11/8-10	11/17-19	B	Metro	1,097	660.60
Girls' Dormitory	11/13-14	11/20-21	B	Fox	900	720.80
Texas Rangers	12/4-5	11/22-23	K	Par.	790	968.60
Satan Met a Lady	11/18-19	11/24-25	B	W. B.	522	404.45
Springtime	11/22-25	11/26-28	B	R. K. O.	1,501	1,058.60
Give Me Your Heart	12/2-3	11/29-30	K	W. B.	499	726.60
Anthony Adverse	11/15-17	12/1-3	B	W. B.	1,060	554.50
Pepper	11/20-21	12/4-5	K	Fox	790	618.85
Davis Is a Sissy	12/11-12	12/6-7	K	Metro	943	959.60
Dodsworth	11/29-12/1	12/8-10	B	U. A.	1,091	657.00
Second Wife	12/9-10	12/11-12	B	R. K. O.	554	538.20
Road to Glory	12/16-17	12/13-14	K	Fox	469	761.05
Libeled Lady	12/6-8	12/15-17	B	Metro	1,184	550.90
Dimples	12/13-15	12/18-19	B	Fox	1,244	601.10
Old Hutch	12/25-26	12/20-22	K	Metro	925	785.70
Bengal Tiger	12/18-19	12/23-24	B	W. B.	490	106.95
Ramona	12/20-22	12/25-26	B	Fox	937	753.30
Pigskin Parade	12/30-31	12/27-29	K	Fox	610	1,209.40
Sworn Enemy	12/23-24	12/30-31	B	Metro	188	276.45

SCHEDULE XI (6)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Big Broadcast of 1937	*1936*	12/27/29	1/1–2		Par.	1,537	1,188.35
Gay Desperado	*1937*	1/8–9	1/3–4	K	U. A.	684	446.05
Cain and Mabel			1/5–7		W. B.		651.65
Ladies in Love		1/6–7	1/8–9	B	Fox	606	667.10
Stage Struck		1/15–16	1/10–11	K	W. B.	863	859.85
Charge of the Light Brigade		1/3–5	1/12–14	B	W. B.	1,205	660.55
Woman Rebels		1/13–14	1/15–16	B	R. K. O.	406	519.50
Tarzan Escapes		1/21–23	1/17–18	K	Metro	974	819.35
Go West Young Man		1/10/12	1/19–21	B	Par.	1,463	611.80
One Way Passage		2/10–11	1/22–23	K	W. B.	424	628.80
Polo Joe		1/29–30	1/24–25	K	W. B.	814	767.20
Love on the Run		1/17–18	1/26–28	B	Metro	1,175	780.10
Valiant is the Word for Carrie		1/27–28	1/29–30	B	Par.	445	604.65
3 Men on a Horse		2/3–4	1/31–2/1	K	W. B.	600	965.25
Come and Get It		1/24–26	2/2–4	B	U. A.	1,154	638.05
Winter Set		1/19–20	2/5–6	B	R. K. O.	589	667.85
Hideaway Girl		2/17–18	2/7–8	K	Par.	547	830.00
Born to Dance		1/31–2/21	2/9–11	B	Metro	1,391	773.30
Reunion		2/5–6	2/12–13	B	Fox	712	623.95
Banjo on My Knee		2/24–25	2/14–15	K	Fox	578	873.00
College Holiday		2/7–9	2/16–18	B	Par.	1,726	799.20
Midsummer's Night Dream			2/17–18		W. B.		99.65
Can This be Dixie		2/12–13	2/19–20	B	Fox	742	622.70
Wanted Jane Turner		2/26–27	2/21–22	K	R. K. O.	662	537.70
After the Thin Man		2/14–16	2/23–25	B	Metro	1,682	841.40

SCHEDULE XI (6) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Jungle Princess	2/19–20	2/26–27	B	Par.	662	594.15
Garden of Allah	3/3–4	2/28–31	K	U. A.	640	902.15
Stowaway	2/21–23	3/2–4	B	Fox	1,722	741.90
Smartest Girl in Town	3/12–13	3/5–6	K	R. K. O.	649	672.40
Camile	3/9–11	3/7–8	K	Metro	746	897.55
Golddiggers of 1937	2/28–3/2	3/9–11	B	W. B.	1,314	566.55
SCHEDULE XI (7)						
Sing Me a Love Song *1937*	3/5–6	3/12–13	B	W. B.	657	414.25
God's Country and the Woman	3/19–20	3/14–15	K	W. B.	790	807.20
Champagne Waltz	3/7–8	3/16–18	B	Par.	1,238	621.60
Cloistered	3/17–18	3/19–20	B	Best Films	952	657.00
The Plainsman	3/14–16	3/21–23	B	Par	1,380	1,108.75
Rembrandt		3/24–25		U. A.		126.20
Black Legion	3/24–25	3/26–27	B	W. B.	479	359.20
Rainbow on the River	4/1–3	3/28–29	K	R. K. O.	1,370	1,112.95
Lloyds of London	3/21–23	3/30–4/1	B	Fox	1,243	625.80
Doctor's Diary	4/7–8	4/2–3	K	Par	679	516.65
The Holy Terror	4/9–10	4/4–5	K	Fox	896	814.85
One in a Million	3/28–31	4/6–8	B	Fox	2,090	710.35
Dangerous Number	4/7–8	4/9–10	B	Metro	679	474.30
That Girl from Paris	4/16–17	4/11–12	K	R. K. O.	795	636.20
Last of Mrs. Cheyney	4/4–6	4/13–15	B	Metro	1,350	589.75
Stolen Holiday	4/14–15	4/16–17	B	W. B.	512	509.35
Sea Devils	4/30–5/1	4/18–19	K	R. K. O.	650	849.25

SCHEDULE XI (7) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
On The Avenue	4/11–13	4/20–22	B	Fox	1,609	646.60
John Meade's Woman	4/21–22	4/23–24	B	Par	559	501.15
Maid of Salem	5/5–6	4/25–26	K	Par	614	895.00
Green Light	4/18–20	4/27–29	B	W. B.	1,410	713.50
Beloved Enemy	4/23–24	4/30–5/1	B	U. A.	640	352.70
The Great O'Malley	5/7–8	5/2–3	K	W. B.	691	650.20
Love is News	4/25–27	5/4–6	B	Fox	1,462	664.30
We Who Are About to Die	4/28–29	5/7–8	B	R. K. O.	501	352.40
When's Your Birthday	5/14–15	5/9–10	K	R. K. O.	665	820.65
You Only Live Once	5/2–4	5/11–13	B	U. A.	914	429.30
Clough and the Stars	5/12–13	5/14–15	B	R. K. O.	654	515.00
Ready, Willing and Able	5/21–22	5/16–17	K	W. B.	692	885.50
Swing High, Swing Low	5/9–11	5/18–20	B	Par	1,261	513.75
Men are Not Gods	5/19–20	5/21–22	B	U. A.	570	404.50
SCHEDULE XI (8)						
Quality Streets *1937*	6/2–3	5/23–24	K	R. K. O.	400	656.60
Personal Property	5/16–18	5/25–27	B	Metro	1,620	632.00
Nancy Steel is Missing	6/4–5	5/28–29	K	Fox	512	347.20
Maytime	5/23–25	5/30–6/1	B	Metro	929	663.65
The Outcast	5/26–27	6/2–3	B	Par	565	216.55
King and the Chorus Girl	5/28–29	6/4–5	B	W. B.	659	494.00
Seventh Heaven	6/9–10	6/6–7	K	Fox	732	706.50
Romeo and Juliet	6/16–17	6/8–9	K	Metro	320	273.60
Waikiki Wedding	5/30–6/1	6/10–12	B	Par.	1,553	878.00

SCHEDULE XI (8) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
History is Made at Night	6/23–24	6/13–14	K	U. A.	460	711.79
Marked Woman	6/6–8	6/15–17	B	W. B.	1,134	605.60
Roads to Town	6/11–12	6/18–19	B	Fox	590	530.15
Prince and the Pauper	6/25–26	6/20–21	K	W. B.	564	533.05
Wake Up and Live	6/13–15	6/22–24	B	Fox	1,085	470.80
Family Affair	6/18–19	6/25–26	B	Metro	422	295.60
Woman I Love	6/30–7/1	6/27–28	K	R. K. O.	445	541.15
Cafe Metropole	6/20–22	6/29–7/1	B	Fox	1,149	600.45
Call It a Day	7/7–8	7/2–3	K	W. B.	371	367.40
Angels' Holiday	7/9–10	7/4–5	K	Fox	527	523.45
Shall We Dance	6/27–29	7/6–8	B	R. K. O.	1,102	406.55
Girl From Scotland Yard	7/2–3	7/9–10	B	Par	502	339.15
Good Old Soak	7/16–17	7/11–12	K	Metro	498	584.70
I Met Him in Paris	7/4–6	7/13–15	B	Par	626	838.90
Time Out for Romance	7/21–22	7/16–17	K	Fox	450	385.65
The Go Getter	7/23–24	7/18–19	K	W. B.	499	456.60
A Star is Born	7/11–13	7/20–22	B	U. A.	940	642.40
Internes Can't Take Money	7/14–15	7/23–24	B	Par	734	465.25
Turn Off The Moon	7/30–31	7/25–26	K	Par	477	683.45
Parnell	7/18–20	7/27–29	B	Metro	1,019	653
Night Must Fall	7/28–29	7/30–31	B	Metro	553	432.25
Riding On Air	8/6–7	8/1–2	K	R. K. O.	528	552.85

SCHEDULE XI (9)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
They Gave Him a Gun *1937*	7/25–27	8/3–5	B	Metro	1,738	667.95
Mountain Justice	8/4–5	8/6–7	B	W. B.	615	443.10
Hotel Haywire	8/13–14	8/8–9	K	Par	586	367.40
Kid Galahad	8/1–3	8/10–12	B	W. B.	1,243	811.10
King of Gamblers	8/11–12	8/13–14	B	Par	675	408.10
Sing and Be Happy	8/20–21	8/15–16	K	Fox	571	401.90
A Day at the Races	8/8–10	8/17–19	B	Metro	1,521	799.10
Married Before Breakfast		8/20–21		Metro		418.60
Shin and Disney Revue	8/27–28	8/22–23	K	W. B.	711	774.15
This is My Affair	8/15–17	8/24–26	B	Fox	1,185	665.15
Manhattan Melodrama	8/25–26	8/27–28	B	Metro	683	589.75
Emperor's Candlesticks	9/3–4	8/29–30	K	Metro	919	663.40
Mountain Music	8/22–24	8/31–9/2	B	Par	1,709	658.60
Another Dawn	9/1–2	9/3–4	B	W. B.	568	392.45
Easy Living	9/10–11	9/5–6	K	Par	660	1,037.30
Saratoga	8/29–31	9/7–9	B	Metro	1,325	1,013.80
No Man of Her Own	9/8–9	9/10–11	B	Par	692	582.80
Singing Marine	9/17–18	9/12–13	K	W. B.	803	914.60
Last Train From Madrid	9/22–23	9/14–15	K	Par	511	471.05
Captain Courageous	9/5–7	9/16–18	B	Metro	1,628	935.65
Between Two Women	10/6–7	9/19–20	K	Metro	634	802.80
The Good Earth	9/12–14	9/21–23	B	Metro	1,467	799.75
Woman Chases Man	9/15–16	9/24–25	B	U. A.	679	521.20
New Faces of 1937	10/1–2	9/26–27	K	R. K. O.	868	872.10
Wee Willie Winkie	9/19–21	9/28–30	B	Fox	1,509	765.20

SCHEDULE XI (9) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Exclusive	9/24–25	10/1–2	B	Par	891	586.55
There Goes My Girl	10/8–9	10/3–4	K	R. K. O.	698	722.70
You Can't Have Everything	9/26–28	10/5–7	B	Fox	1,532	682.65
Knight Without Armor	9/29–30	10/8–9	B	U. A.	567	536.90
Topper	10/14–16	10/10–11	K	Metro	986	1,002.35
Slave Ship	10/3–5	10/12–14	B	Fox	1,695	742.90

SCHEDULE XI (10)

Ever Since Eve	*1937*	10/27–28	10/15–16	K	W. B.	593	583.30
San Quentin		10/20–21	10/17–18	K	W. B.	678	823.80
Broadway Melody, 1938		10/10–12	10/19–21	B	Metro	1,652	714.70
You Can't Beat Love		10/13	10/22–23	B	R. K. O.	370	488.90
Make a Wish		10/29–30	10/24–26	K	R. K. O.	663	831.90
Stella Dallas		10/17–19	10/27–28	B	U. A.	1,655	696.60
Hell Drivers		10/22–23	10/29–30	B	Metro	772	629.70
Wild and Wooly		11/5–6	10/31–11/1	K	Fox	786	817.65
Artists and Models		10/24–26	11/2–4	B	Par	1,699	872.30
Love Under Fire		11/3–4	11/5–6	B	Fox	712	710.05
Vogues of 1938		11/11–13	11/7–8	K	U. A.	1,086	771.20
Souls at Sea		10/30–11/1	11/9–11	B	Par	1,329	875.90
Confession		11/17–18	11/12–13	K	W. B.	510	587.75
Toast of New York		11/19–20	11/14–15	K	R. K. O.	824	882.45
Thin Ice		11/7–9	11/16–18	B	Fox	1,808	817.60
Behind The Headlines		11/24	11/19–20	K	R. K. O.	310	590.10
Dead End		11/14–16	11/21–22	B	U. A.	1,756	932.90

SCHEDULE XI (10) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Life of The Party	12/3–4	11/23–25	K	R. K. O.	871	460.50
Varsity Show	11/21–23	11/26–27	B	W. B.	1,452	1,121.15
Wife, Doctor, Nurse	11/30–12/2	11/28–29	K	Fox	991	1,022.90
Double or Nothing	11/25–27	11/30–12/2	B	R. K. O.	1,840	758.75
Dance Charlie, Dance		12/3–4		W. B.		500.10
Big City	12/9–11	12/5–6	K	Metro	1,569	906.50
Bride Wore Red	11/28–29	12/7–9	B	Metro	1,095	475.75
That Certain Woman	12/15–16	12/10–11	K	W. B.	406	433.25
This Way Please	12/17–18	12/12–13	K	Par.	575	569.00
Double Wedding	12/5–7	12/14–16	B	Metro	1,569	631.05
Talent Scout	12/8–9	12/17–18	B	W. B.	412	335.75
Life of Emily Zola	12/12–14	12/19–21	B	W. B.	1,126	845.65
Madame X	1937	12/22–24		Metro		217.60
Life Begins at College	12/19–21	12/25–26	B	Fox	1,341	851.80
SCHEDULE XI (11)						
Angel *1937*	12/22–24	12/27–28	B	Par.	318	493.50
Heidi	12/25–28	12/29–31	B	Fox	1,829	733.70
SCHEDULE XI (12)						
Firefly *1938*	1/3–5	1/1–2	K	Metro	862	1,235.45
Ali Baba Goes to Town	1/1–2	1/3–4	B	Fox	1,057	675.10
High, Wide and Handsome	1936	1/5–8		Par.		906.00
Perfect Specimen	1/14–15	1/9–10	K	W. B.	803	671.95
Prisoner of Zenda	1/6–8	1/11–13	B	U. A.	1,682	770.10
Fit For a King	1/21–22	1/14–15	K	R. K. O.	862	700.90

SCHEDULE XI (12) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
52nd Street	1/28–29	1/16–17	K	U. A.	769	701.75
Stage Door	1/9–11	1/18–20	B	R. K. O.	1,478	814.40
Second Honeymoon	1/19–20	1/21–22	B	Fox	713	761.15
Ebb Tide	2/3–5	1/23–24	K	Par.	1,175	950.30
Last Gangster	1/16–18	1/25–27	B	Metro	1,327	651.60
Conquest	1/26–27	1/28–29	B	Metro	510	607.55
Damsel In Distress	2/10–12	1/30–31	K	R. K. O.	1,017	787.75
Nothing Sacred	1/23–25	2/1–2	B	U. A.	1,461	782.70
Victoria the Great	2/9	2/4–5	K	R. K. O.	315	586.35
Submarine D–1	2/17–19	2/6–7	K	W. B.	1,302	978.15
Partners in Crime	2/2	2/8–9	B	Par.	330	439.65
Navy Blue and Gold	1/30–2/1	2/10–12	B	Metro	1,439	922.25
Stand In	2/25–26	2/13–14	K	U. A.	706	772.65
Love and Kisses	2/6–8	2/15–17	B	Fox	1,501	708.25
Thorobreds Don't Cry	2/22–24	2/18–19	K	Metro	1,115	672.65
45 Fathers	3/4–5	2/20–21	K	Fox	683	847.65
Wells Fargo	2/13–15	2/22–24	B	Par.	1,498	997.15
First Lady	2/16	2/25–26	B	W. B.	376	634.15
Tarzan's Revenge	3/11–12	2/27–28	K	Fox	646	723.45
True Confession	2/20–21	3/1–3	B	Par.	1,220	685.35
Manhattan Merry Go Round		3/4–5		Rep.		553.75
Every Day's a Holiday	3/16–17	3/6–7	K	Par.	763	709.00
Beg Borrow or Steal	3/2–3	3/8–9	B	Metro	430	386.85
Rosalie	2/27–3/1	3/10–12	B	Metro	1,370	969.25
Alcatraz Island	3/18–19	3/13–14	K	W. B.	739	792.30

SCHEDULE XI (13)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Mannequin	*1938*	3/6–8	3/15–17	B	Metro	1,556	808.45
It's Love I'm After		3/9–10	3/18–19	B	W. B.	543	488.40
Man Proof		3/25–26	3/20–21	K	Metro	739	761.45
Tovarish		3/13–15	3/22–24	B	W. B.	1,463	747.30
Wise Girl		3/23–24	3/25–26	B	R. K. O.	497	553.60
Badmen of Brimstone		4/7–9	3/27–28	K	Metro	708	897.10
Hollywood Hotel		3/20–22	3/29–31	B	W. B.	1,129	569.40
Paradise for Three		3/30–31	4/1–2	B	Metro	511	588.50
I Met My Love Again		4/6	4/3–4	K	U. A.	297	673.75
Hurricane		3/27–29	4/5–7	B	U. A.	1,745	787.90
The Barrier		4/1–2	4/8–9	B	Par.	804	639.20
Happy Landing		4/3–5	4/10–12	B	Fox	1,673	1,166.45
Paradise Town		4/15–16	4/12–13	K	W. B.	433	244.65
You're Only Young Once		4/13–14	4/15–16	B	Metro	383	272.60
Everybody Sing		4/22–23	4/17–18	K	Metro	1,197	842.05
A Yank at Oxford		4/10–12	4/19–21	B	Metro	1,599	964.90
Checkers		4/29–30	4/22–23	K	Fox	738	601.30
Sally, Irene and Mary		4/20–21	4/24–25	B	Fox	869	907.30
Baroness and The Butler		4/27–28	4/26–27	K	Fox	382	335.40
The Buccanier		4/17–19	4/28–30	B	Par.	1,366	761.70
Bringing Up Baby		5/6–7	5/1–2	K	R. K. O.	608	924.55
Goldwyn Follies		4/24–26	5/3–5	B	U. A.	1,195	598.00
Romance in The Dark		5/12	5/6–7	K	Par.	201	508.10
Hawaii Calls		5/13–14	5/8–9	K	R. K. O.	772	791.30
Hitting a New High			5/10–11		R. K. O.		330.80

SCHEDULE XI (13) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Snow White and Seven Dwarfs	5/1–5	5/12–14	B	R. K. O.	2,108	1,245.80
Big Broadcast of 1938	5/20–21	5/15–16	K	Par.	740	829.45
Bluebeard's 8th Wife	5/8–11	5/17–19	B	Par.	2,137	742.75
King of Newsboys		5/20–21		Rep.		417.10
Merrily We Live	5/26–28	5/22–23	K	Metro	588.00	570.70
Radio City Revels	6/1–2	5/24–25	K	R. K. O.	487	439.30

SCHEDULE XI (14)

In Old Chicago	*1938*	5/15–19	5/26–28	B	Fox	2,328	835.60
Kid Comes Back		6/3–4	5/29–30	K	W. B.	645	665.90
Dangerous to Know		5/25	5/31–6/1	B	Par.	208	243.15
Rebecca of Sunnybrook Farm		5/22–24	6/2–4	B	Fox	1,300	934.60
Jezebel		6/22–23	6/5–6	K	W. B.	406	776.00
Slight Case of Murder		5/29–31	6/7–9	B	W. B.	1,137	648.80
First 100 Years		6/8–9	6/10–11	B	Metro	458	509.95
Judge Hardy's Children		6/17–18	6/12–13	K	Metro	706	887.90
Girl of Golden West		6/6–7	6/14–16	B	Metro	1,357	553.55
Gold is Where You Find It		6/10–11	6/17–18	B	W. B.	610	531.65
Adventures Tom Sawyer		6/24–25	6/19–20	K	U. A.	745	895.70
Condemned Woman		6/16	6/21–22	B	R. K. O.	108	267.70
Test Pilot		6/12–15	6/23–25	B	Metro	1,992	939.50
Her Jungle Love		7/1–2	6/26–27	K	Par.	802	974.15
Doctor Rhythm		6/19–21	6/28–30	B	Par.	1,310	662.65
Joy of Living		6/29–30	7/1–2	B	R. K. O.	646	680.15
Kentucky Moonshine		7/8–9	7/3–4	K	Fox	680	811.30

SCHEDULE XI (14) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Vivacious Lady	6/26–28	7/5–7	B	R. K. O.	1,425	728.80
Fools for Scandal	7/6–7	7/8–9	B	W. B.	386	381.15
Beloved Brat	7/15–16	7/10–11	K	W. B.	639	549.60
Battle of Broadway	7/13–14	7/12–13	K	Fox	352	312.15
Adventures of Robin Hood	7/3–5	7/14–16	B	W. B.	1,149	1,004.35
Law of the Underworld	7/21	7/17–18	K	R. K. O.	249	606.35
Adventures of Marco Polo	7/10–12	7/19–21	B	U. A.	1,103	604.95
You and Me	7/27–28	7/22–23	K	Par.	424	481.50
Cocoanut Grove	7/29–30	7/24–25	K	Par.	633	479.65
Three Comrades	7/17–20	7/26–28	B	Metro	1,988	712.70
Over the Wall	7/22–23	7/29–30	B	W. B.	495	361.75
Kidnapped	8/5–6	7/31–8/1	K	Fox	738	830.90
Three Blind Mice	7/24–26	8/2–4	B	Fox	999	617.00
Josette	8/3–4	8/5–6	B	Fox	516	482.15

SCHEDULE XI (15)

Yellow Jack *1938*	8/12–13	8/7–8	K	Metro	679	508.75
Having Wonderful Time	7/31–8/2	8/9–11	B	R. K. O.	1,128	621.25
Four Men and a Prayer	8/10–11	8/12–13	B	Fox	694	569.85
Crime School	8/19–20	8/14–15	K	W. B.	869	759.95
Toy Wife	8/24–25	8/16–17	K	Metro	582	369.35
Tropic Holiday	8/7–9	8/18–20	B	Par	1,103	619.70
Lord Jeff	8/26–27	8/21–22	K	Metro	810	638.75
Shopworn Angel	8/14–16	8/23–25	B	Metro	830	692.50
Gold Diggers in Paris	8/17–18	8/26–27	B	W. B.	569	558.90

SCHEDULE XI (15) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
White Banners	9/2–3	8/28–29	K	W. B.	744	728.35
Port of Seven Seas	8/21–23	8/30–9/1	B	Metro	1,120	766.10
Always Goodbye	8/31–9/1	9/2–3	B	Fox	566	534.60
Professor Beware	9/8–10	9/4–5	K	Par.	939	999.70
My Bill		9/6–8		W. B.		406.90
Little Miss Broadway	8/28–30	9/9–10	B	Fox	1,320	856.85
Cowboy From Brooklyn	9/16–17	9/11–12	K	W. B.	868	870.95
Woman Against Woman	9/7	9/13–14	B	Metro	427	465.70
The Texans	9/4–6	9/15–17	B	Par.	1,590	670.85
Amazing Dr. Cliterhouse	9/23–24	9/18–19	K	W. B.	481	906.50
I'll Give a Million	9/21–22	9/20–21	K	Fox	897	415.30
Love Finds Andy Hardy	9/11–15	9/22–24	B	Metro	1,890	1,178.70
Mother Carey's Chickens	9/30–10/1	9/25–26	K	R. K. O.	898	841.35
Blockade	10/5–6	9/27–28	K	U. A.	573	492.50
Crowd Roars	9/18–20	9/29–10/1	B	Metro	1,517	949.55
In From the City	10/7–8	10/2–3	K	R. K. O.	758	640.70
Racket Busters	10/12–13	10/4–5	B	W. B.	627	463.20
Alexander's Ragtime Band	9/25–29	10/6–8	B	Fox	2,636	1,233.45
Give Me a Sailor	10/14–15	10/9–10	K	Par.	828	784.50
Rich Man, Poor Girl	10/19–20	10/11–12	K	Metro	516	683.55
My Lucky Star	10/2–4	10/13–15	B	Fox	1,543	977.00
Gateway	10/21–22	10/16–17	K	Fox	872	802.25

SCHEDULE XI (16)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Affairs of Annabel	*1938*	10/26–27	10/18–19	K	R. K. O.	427	357.05
Spawn of the North		10/9–11	10/20–22	B	Par.	1,695	954.15
Breaking the Ice		10/28–29	10/23–24	K	R. K. O.	672	645.00
Secrets of An Actress		11/2–3	10/25–26	K	W. B.	482	371.30
Carefree		10/16–18	10/27–29	B	R. K. O.	1,406	911.00
Three Loves Has Nancy		11/4–5	10/30–31	K	Metro	808	911.65
Smashing the Rackets		11/10	11/1–2	K	R. K. O.	211	393.40
Sing You Sinners		10/23–25	11/3–5	B	Par.	1,678	1,063.50
Hold That Co-ed		11/11–12	11/6–7	K	Fox	875	816.05
Marie Antoinette		10/30–11/1	11/8–10	B	Metro	1,046	797.05
Four's a Crowd		11/16–17	11/11–12	K	W. B.	636	984.65
Touchdown Army		11/18–19	11/13–14	K	Par.	616	656.60
King of Alcatraz		11/30–12/1	11/15–16	K	Par.	574	463.85
Too Hot to Handle		11/6–9	11/17–19	B	Metro	1,958	1,118.40
Drums		12/2–3	11/20–21	K	U. A.	630	858.30
If I Were King		12/6/8	11/22–23	K	Par.	841	585.70
Valley of the Giants		11/13–15	11/24–26	B	W. B.	1,492	1,029.15
Boys Town		11/20–23	11/27–30	B	Metro	2,625	1,799.90
Straight, Place, Show		11/24–26	12/1–3	B	Fox	1,321	587.30
Arkansas Traveler		12/9–10	12/4–5	K	Par.	659	794.30
Room Service		11/27–29	12/6–8	B	R. K. O.	1,521	710.00
Garden of the Moon		12/14–15	12/9–10	K	W. B.	466	625.95
Mad Miss Marton		12/18–19	12/11–12	K	R. K. O.	1,066	850.20
Four Daughters		12/4–5	12/13–15	B	W. B.	1,193	503.85
Illegal Traffic		12/23–24	12/16–17	K	Par.	198	438.25

SCHEDULE XI (16) (*Continued*)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Suez		12/11–13	12/18–19	B	Fox	1,422	750.55
The Citadel		12/20–22	12/20–22	Same	Metro	372	423.90
Five of a Kind		12/16–17	12/23–24	B	Fox	429	223.25
Stablemates		12/28–31	12/25–27	K	Metro	1,279	1,358.70
Sisters	*1939*	1/4–5/39	12/28–29	K	W. B.	678	516.65
Just Around the Corner		1/6–7	12/30–31	K	Metro	826	662.65

SCHEDULE XI (17)

Men With Wings	*1939*		1/1–3		Par.		1,481.00
Great Waltz		1/11–12	1/4–5	K	Metro	726	419.15
Down in Arkansas			1/6–7		Rep.		578.55
Submarine Patrol		1/13–14	1/8–9	K	Fox	980	906.55
Shining Hour		1/1–3	1/10–12	B	Metro	1,935	881.60
There Goes My Heart		1/20–21	1/13–14	K	U. A.	869	739.60
Heart of the North		1/26–28	1/15–16	K	W. B.	938	710.05
Cowboy and the Lady		1/8–10	1/17–19	B	U. A.	1,663	713.65
Thanks for the Memory		1/18–19	1/20–21	B	Par.	676	694.45
Thanks for Everything		2/3–4	1/22–23	K	Fox	694	566.45
Frankenstein and Dracula		2/1–2	1/24–25	K	Univ.	481	441.75
Brother Rat		1/15–17	1/26–28	B	W. B.	1,613	1,032.50
Trade Winds		2/9–11	1/29–30	K	U. A.	1,198	826.50
Bat Whispers			1/31–2/2		Par.		383.85
Angels With Dirty Faces		1/22–25	2/3–4	B	W. B.	2,178	1,140.70
Devils Island			2/5–6		W. B.		744.85
Artists and Models Abroad		1/28–31	2/7–9	B	Par.	1,177	635.75

SCHEDULE XI (17) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Pacific Liner	2/15–16	2/10–11	K	R. K. O.	452	640.50
Young in Heart	2/24–25	2/12–13	K	U. A.	676	901.60
Star at Midnight	2/22–23	2/14–15	K	R. K. O.	581	563.00
Out West With the Hardys	2/5–8	2/16–18	B	Metro	1,983	1,030.20
Paris Honeymoon	3/3–4	2/19–20	K	Par.	764	837.55
Sweethearts	2/12–14	2/21–23	B	Metro	1,192	703.10
Topper Takes a Trip	3/10–11	2/24–25	K	U. A.	882	861.70
Zaza	3/8–9	2/26–27	K	Par.	536	751.05
Dramatic School	3/1–2	2/28–3/1	K	Metro	435	358.95
Kentucky	2/19–21	3/2–4	B	Fox	1,588	1,116.90
Fisherman's Wharf	3/17–18	3/5–6	K	R. K. O.	544	602.65
Persons in Hiding	3/15–16	3/7–8	K	Par.	320	301.45
Dawn Patrol	2/26–28	3/9–11	B	W. B.	1,512	920.70
Duke of West Point	3/24–25	3/12–13	K	U. A.	649	596.40

SCHEDULE XI (18)

Four Girls in White	*1939*	3/22–23	3/14–15	K	Metro	627	517.55
Stand Up and Fight		3/5–7	3/16–18	B	Metro	1,587	852.40
King of Underworld		4/6	3/19–20	K	W. B.	133	675.90
Secrets of a Nurse		4/11–13	3/21–22	K	Univ.	1,231	438.45
They Made Me a Criminal		3/13–14	3/23–25	B	W. B.	1,384	812.90
Wings of the Navy		3/30–4/1	3/26–27	K	W. B.	993	819.30
Idiot's Delight		3/18–21	3/28–30	B	Metro	1,180	586.00
Cipher Bureau		4/7–8	3/31–4/1	K	R. K. O.	513	525.15
Gunga Din		3/26–29	4/2–4	B	R. K. O.	1,642	1,062.95

SCHEDULE XI (18) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Beauty for the Asking		4/5–6		R. K. O.		169.96
Pride of the Navy		4/7–8		Rep.		377.15
You Can't Cheat an Honest Man	4/14–15	4/9–10	K	Univ.	786	829.35
Adv. of Huckleberry Finn	4/9–10	4/11–13	B	Metro	1,327	795.10
Honolulu	4/11–13	4/14–15	B	Metro	1,231	976.45
St. Louis Blues	4/21–22	4/16–17	K	Par.	771	819.05
Yes My Darling Daughter	4/26–27	4/18–19	K	W. B.	588	607.80
Jesse James	4/2–5	4/20–22	B	Fox	2,008	1,100.05
Three Musketeers	4/28–29	4/23–24	K	Fox	903	486.55
Made for Each Other	4/16–18	4/25–26	B	U. A.	1,215	602.55
Wife, Husband, Friend	4/19–20	4/27–29	B	Fox	722	573.75
Pygmalian	5/2–4	4/30–5/1	K	Metro	717	829.10
Prison Without Bars	5/12–13	5/2–3	K	U. A.	516	498.50
Stagecoach	4/23–25	5/4–6	B	U. A.	1,418	931.90
Little Princess	5/14–16	5/7–9	K	Fox	1,154	1,154.70
Love Affair	4/30–5/1	5/10–11	B	R. K. O.	802	485.95
Ice Follies of 1939	5/5–6	5/12–13	B	Metro	683	529.90
Midnight	5/21–23	5/14–16	K	Par.	848	1,030.05
Beachcomber	5/10–11	5/17–18	B	Par.	558	500.45
Blackwells Island	5/17–18	5/19–20	K	W. B.	475	488.50
Vernon and Irene Castle	5/28–29	5/21–23	K	R. K. O.	587	955.55
Bay Slaves	5/26–27	5/24–25	K	R. K. O.	382	283.30

SCHEDULE XI (19)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Oklahoma Kid *1939*		5/26–27		W. B.		409.85
Dodge City	6/4–6	5/28–30	K	W. B.	1,146	1,542.40
Sergeant Madden	6/2–3	5/31–6/1	K	Metro	525	399.60
I'm From Missouri	6/9–10	6/2–3	K	Par.	383	431.20
Hardy's Ride High	6/11–13	6/4–6	K	Metro	1,446	1,380.50
Hound of Baskervilles		6/7–8		Fox		387.00
Return of Cisco Kid	6/16–17	6/9–10	K	Fox	542	520.50
Dark Victory	6/18–20	6/11–13	K	W. B.	1,051	1,385.25
Lady's From Kentucky	6/21–22	6/14–15	K	Par.	296	349.45
Let Freedom Ring	6/23–24	6/16–17	K	Metro	356	531.90
Wuthering Heights	6/25–27	6/18–20	K	U. A.	665	915.10
You Can't Get Away With Murder	6/28–29	6/21–22	K	W. B.	242	326.80
Alexander G. Bell	6/30–7/1	6/23–24	K	Fox	508	702.60
Union Pacific	7/2–4	6/25–27	K	Par.	864	1,107.35
Some Like It Hot	7/5–6	6/28–29	K	Par.	447	310.15
Confessions of a Nazi Spy	7/7–8	6/30–7/1	K	W. B.	520	711.10
Rose of Washington Square	7/9–11	7/2–4	K	Fox	1,032	1,146.45
Bridal Suite	7/12–13	7/5–6	K	Metro	339	353.70
Juarez	7/14–15	7/7–8	K	W. B.	672	672.45
It's a Wonderful World	7/16–18	7/9–11	K	Metro	829	909.80
Gracie Allen Murder Case	7/19–20	7/12–13	K	Par.	305	400.15
Captain Fury	7/21–22	7/14–15	K	U. A.	382	679.75
Lucky Night	7/23–25	7/16–18	K	Metro	875	1,207.40
The Gorilla	7/26–27	7/19–20	K	Fox	370	423.00

SCHEDULE XI (19) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Young Mr. Lincoln	7/28–29	7/21–22	K	Fox	329	470.00
Invitation to Happiness	7/30–31	7/23–25	K	Par.	672	769.15
Maisie		7/26–27		Metro		509.05
Tarzan Finds a Son		7/28–29		Metro		780.25
Man About Town		7/30–8/1		Par.		1,111.40

SCHEDULE XI (20)

Panama Lady 1939		8/2–3/39		R. K. O.		309.45
Kid from Kokomo	8/16–17/39	8/4–5	K	W. B.	395.65	615.10
On Borrowed Time		8/6–8		Metro		879.55
Mutiny of Elsinore		8/9–10		Prin.		418.90
Hell's Kitchen	8/18–19	8/11–12	K	W. B.	566.30	489.35
Second Fiddle	8/24–26	8/13–15	K	Fox	765.10	1,151.25
Five Came Back	9/10–13	8/16–17	K	R. K. O.	939.95	576.00
Susannah of Mounties	8/27–29	8/18–19	K	Fox	767.55	617.15
Man in Iron Mask	9/3–5	8/20–22	K	U. A.	1,151.90	1,246.50
Million Dollar Legs		8/23–24		Par.		424.50
Winter Carnival	9/24–26	8/25–26	K	U. A.	1,027.25	636.65
A. Hardy Gets Spring Fever		8/27–30		Metro		1,852.15
Stolen Life		8/31		Par.		126.20
Way Down South	9/10–13	9/1–2	K	R. K. O.	939.95	264.75
Bachelor Mother	9/14–16	9/3–5	K	R. K. O.	652.25	1,012.00
Magnificent Fraud		9/6–7		Par.		423.00
Indianapolis Speedway	10/4–5	9/8–9	K	W. B.	328.84	596.25
Each Dawn I Die	9/20–21	9/10–12	K	W. B.	607.30	1,179.25
Island of Lost Men		9/13–14		Par.		484.75

SCHEDULE XI (20) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Frontier Marshal	9/24–26	9/15–16	K	Fox	1,027.25	442.25
Four Feathers	9/27–30	9/17–19	K	U. A.	1,065.60	1,038.00
Hotel for Women	10/11–12	9/20–21	K	Fox	386.85	397.00
Our Leading Citizens		9/22–23		Par.		412.75
Goodbye Mr. Chips		9/24–27		Metro		1,403.75
Lady of Tropics		9/28–29		Metro		1,003.75
Stanley and Livingston	10/8–9	10/1–3	K	Fox	1,171.75	1,226.00
Of Human Bondage	11/1–2	10/4–5	K	R. K. O.	314.80	602.00
Heritage of the Desert		10/6–7		Par.		466.50
Star Maker		10/8–11		Par.		1,705.65
Wizard of Oz		10/12–14		Metro		1,344.60
Fifth Avenue Girl	10/26–28	10/15–16	K	R. K. O.	817.90	760.80

SCHEDULE XI (21)

In Name Only	*1939*	11/29–31	10/17–19/39	K	R. K. O.	1,330.35	776.45
Thunder Afloat		11/19–21	10/20–21	K	Metro	1,285.95	878.50
Beau Geste		11/8–11	10/22–24	K	Par.	942.15	1,287.05
Blackmail		11/22–23	10/25–26	K	Metro	893.95	512.50
Here I Am, Stranger			10/27–28		Fox		579.95
Rains Came		11/5–7	10/29–31	K	Fox	1,301.05	1,249.40
Espionage Agent			11/1–2		W. B.		483.75
$1,000 a Touchdown		11/12–13	11/3–4	K	Par.	968.80	688.00
The Women		11/15–18	11/5–7	K	Metro	1,040.90	1,497.60
Intermezzo		11/20–21	11/8–9	K	U. A.	158.55	456.75

SCHEDULE XI (21) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Nurse Edith Cavell	11/24–25	11/10–11	K	R. K. O.	600.25	675.35
The Old Maid		11/12–14		W. B.		1,339.40
My Man Godfrey		11/15		Univ.		247.85
All Quiet on Western Front		11/16–18		Univ.		898.40
Babes in Arms	11/26–29	11/19–22	K	Metro	1,712.70	1,971.80
Hollywood Cavalcade	11/30–12/1–2	11/23–25	K	Fox	1,012.55	1,388.85
Honeymoon in Bali	12/6–9	11/26–28	K	Par.	798.00	1,050.90
Dust Be My Destiny		11/29–30		W. B.		583.50
What a Life	12/17–19	12/1–2	K	Par.	799.60	414.25
Drums Along the Mohawk	12/10–12	12/3–6	K	Fox	1,497.95	1,777.50
Cat and Canary	12/29–30	12/7–9	K	Par.	591.80	1,039.00
Real Glory	12/24–26	12/10–12	K	U. A.	945.45	1,254.50
Pack Up Your Troubles	12/31–1/1–2	12/13–14	K	Fox	1,042.75	360.10
They Shall Have Music	12/22–23	12/15–16	K	U. A.	254.40	471.90
Private Lives of Eliz. and Sussex		12/17–19		W. B.		788.60
The Escape	12/29–30	12/20–21	K	Fox	591.80	325.75
Meet Dr. Christian *1940*	1/3–4/40	12/22–23	K	R. K. O.	338.70	424.80
Marx Bros. at Circus	1/5–6	12/24–25	K	Metro	534.35	635.90
Daytime Wife	12/31–1/1–2	12/26–28	K	Fox	1,042.75	590.40
Allegany Uprising	1/14–16	12/29–30	K	R. K. O.	1,496.55	700.00
Another Thin Man	1/10–13	12/31–1/1–2	K	Metro	1,274.50	2,148.45

SCHEDULE XI (22)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
1940						
That's Right Your Wrong	1/14–16	1/3–6/40	K	R. K. O.	1,496.25	1,024.70
Disputed Passage	1/21–23	1/7–9	K	Par.	907.45	1,036.45
Jamaica Inn	1/24–25	1/10–11	K	Par.	353.15	552.80
Remember	1/19–20	1/12–13	K	Metro	352.95	800.55
Roaring 20's	1/	1/14–16		W. B.		1,278.25
Eternally yours	2/15–17	1/17–18	K	U. A.	945.30	521.40
Rulers of the Sea	1/28–30	1/19–20	K	Par.	1,068.05	701.95
Ninotchka	1/31 2/1–3	1/21–23	K	Metro	1,172.25	1,212.45
Barricade	2/11–13	1/24–25	K	Fox	1,448.65	870.45
Housekeeper's Daughter	2/4–6	1/26–27	K	U. A.	1,405.25	764.95
Judge Hardy and Son	2/7–10	1/28–31	K	Metro	1,240.55	1,656.20
Everything Happens at Night	2/15–17	2/1–3	K	Fox	945.30	999.35
Swanee River	2/11–13	2/4–7	K	Fox	1,448.65	1,484.80
On Dress Parade	2/21	2/8–10	K	W. B.	259.70	797.30
Gulliver's Travels	2/22–24	1/11–12	K	Par.	926.40	1,070.95
Balalaika	2/25–27	2/13–15	K	Metro	1,050.10	619.30
Invisible Stripes	3/8–9	2/16–17	K	W. B.	576.75	744.65
Hunchback of Notre Dame	2/28–29 3/1–2	2/18–20	K	R. K. O.	968.80	921.90
Stage Door (reissue)		2/21		R. K. O.		621.30
Geronimo	3/3–5	2/22–24	K	Par.	1,126.80	950.20
Four Wives	3/6–7	2/25–27	K	W. B.	681.85	1,182.05
We Are Not Alone		2/28–29		W. B.		502.35
Congo Maisie	3/13–14	3/1–2	K	Metro	527.60	780.35
Great Victor Herbert	3/17–20	3/3–5	K	Par.	1,176.35	869.50

SCHEDULE XI (22) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Chump at Oxford	3/15–16	3/6–7	K	U. A.	507.60	739.95
Remember the Night	3/17–20	3/8–9	K	Par.	1,176.35	683.95
Raffles	3/21–23	3/10–12	K	U. A.	482.20	844.75
He Married His Wife	3/24–26	3/13–14	K	Fox	989.35	413.90
Slightly Honorable	3/24–26	3/15–16	K	U. A.	989.35	729.80
Shop Around Corner	3/31 4/1–2	3/17–19	K	Metro	1,091.70	1,128.20
Man Who Wouldn't Talk	4/9–4	3/20–21	K	Fox	541.15	809.40

SCHEDULE XI (23)

Return of Dr. X *1940*	4/5–6	3/22–23/40	K	W. B.	538.15	457.80
Broadway Melody of 1940	4/7–9	3/24–26	K	Metro	1,312.60	1,310.35
I Take This Woman	4/3–4	3/27–28	K	Metro	541.15	617.05
Swiss Family Robinson	4/7–9	3/29–30	K	R. K. O.	1,312.60	766.20
Fighting 69th	4/10–13	3/31 4/1–3	K	W. B.	1,378.00	1,638.50
Little Old New York	4/25–27	4/4–6	K	Fox	789.55	1,007.65
Grapes of Wrath	4/14–17	4/7–10	K	Fox	1,357.95	1,311.60
Man From Dakota	4/21–23	4/11–13	K	Metro	1,541.65	916.25
Visit in the Night	4/28–30	4/14–16	K	R. K. O.	7,74.85	1,127.55
Pinochio	4/18–20	4/17–20	K	R. K. O.	867.20	1,290.10
Northwest Passage	5/1–4	4/21–24	K	Metro	1,561.25	1,708.60
Seventeen	5/5–7	4/25–27	K	Para.	1,216.45	962.70
Of Mice and Men	5/10–11	4/28–30	K	U. A.	508.70	921.25
Three Cheers for the Irish	5/16–18	5/1–2	K	W. B.	747.50	809.10
Rancho Grande		5 3–4		Rep.		1,095.30
Road to Singapore	5/19–21	5/5–8	K	Par	1,077.75	1,787.45

SCHEDULE XI (23) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Bluebird	5/16–18	5/9–11	K	Fox	747.50	872.80
Young Tom Edison	5/26–28	5/12–14	K	Metro	909.00	1,035.65
Dr. Ehrlich's Magic Ballet	5/29–30	5/15–16	K	W. B.	682.70	520.45
Stardust	5/22–23	5/17–18	K	Fox	353.05	762.55
Rebecca	6/2–4	5/19–22	K	U. A.	660.60	1,256.15
20 Mule Team	6/7–8	5/23–25	K	Metro	458.70	1,148.30
My Son, My Son	6/14–15	5/26–27	K	U. A.	567.20	777.55
Light That Failed	6/12–13	5/28–29	K	Par.	340.50	438.25
Dr. Cyclops	6/21–22	5/30 6/1	K	Par.	561.00	1,232.95
Johnny Apollo	6/9–11	6/2–3	K	Fox	925.95	905.65
Primrose Path	6/19–20	6/4–6	K	R. K. O.	544.95	590.75
Castle on the Hudson	6/28–29	6/7–8	K	W. B.	569.65	584.20
Buck Benny Rides Again	6/23–25	6/9–12	K	Par.	1,467.60	1,339.00
One Million B. C.	6/23–25	6/13–15	K	U. A.	1,467.60	853.80
Irene	6/30 7/1–2	6/16–18	K	R. K. O.	1,015.18	912.85

SCHEDULE XI (24)

Till We Meet Again	*1940*	7/9–10	6/19–20/40	K	W. B.	285.47	567.60
House Across the Bay		7/26–27	6/21–22	K	U. A.	453.36	843.35
Waterloo Bridge		7/4–6	6/23–26	K	Metro	929.02	1,726.80
Dr. Kildare's Strange Case		7/7–8	6/27–29	K	Metro	520.60	1,076.80
Edison the Man		7/11–13	6/31 7/1–3	K	Metro	962.53	1,584.70
Typhoon		7/19–20	7/4–6	K	Par.	558.01	905.15
Lillian Russell		7/14–16	7/7–9	K	Fox	1,095.06	996.75
Those Were the Days			7/10–11		Par.		518.70

SCHEDULE XI (24) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Florian	7/24–25	7/12–13	K	Metro	248.43	471.00
Torrid Zone	7/28–30	7/14–16	K	W. B.	772.31	836.20
Way of All Flesh	7/31 8/1	7/17–18	K	Par.	367.27	405.30
Safari	8/2–3	7/19–20	K	Par.	480.48	689.40
My Favorite Wife	8/4–6	7/21–24	K	R. K. O.	726.06	1119.85
Our Town	8/11–13	7/25–27	K	U. A.	640.01	886.60
Susan and God	8/9–10	7/28–30	K	Metro	442.39	857.25
Four Sons	8/7–8	7/31 8/1	K	Fox	544.57	516.95
Sailor's Lady	8/9–10	8/2–3	K	Fox	442.39	529.25
Ghost Breakers	8/18–20	8/4–6	K	Par.	1,003.90	1,152.90
Bill of Divorcement	8/21–22	8/7–8	K	R. K. O.	347.02	373.50
Lost Horizon (reissue)		8/9–10		Col.		594.40
Mortal Storm	8/25–27	8/11–13	K	Metro	1,395.76	936.50
Man Talked Too Much	8/23–24	8/14–15	K	W. B.	597.03	804.25
Untamed	9/1–3	8/16–17	K	Par.	1,816.72	732.95
A. Hardy Meets Debutante	8/28–31	8/18–21	K	Metro	1,646.82	1,771.00
South of Pago Pago	9/1–3	8/22–24	K	U. A.	1,816.77	1,000.60
New Moon	9/8–9	8/25–27	K	Metro	784.16	1,251.75
Murder In the Air	9/12–14	8/28–29	K	W. B.	663.99	354.55
Sporting Blood	9/6–7	8/30–31	K	Metro	571.03	758.75
All This and Heaven Too	9/15–17	9/1–4	K	War	789.14	1,441.00
Pride and Prejudice	9/22–24	9/8–10	K	M. G. M.	768.65	1,158.00
Mary Land	9/12–14	9/5–7	K	Fox	663.99	1,108.00

SCHEDULE XI (25)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Man I Married	*1940*	9/18–19	9/11–12/40	K	Fox	516.85	541.00
Leopard Men of Africa			9/13–14		Par.		621.00
They Drive by Night		9/26–28	9/15–17	K	War.	1,105.16	1,364.00
Beyond Tomorrow		10/2	9/18–19	K	M. G. M.	310.99	515.00
Hell Below		10/2	9/20–21	K	M. G. M.	310.99	857.00
I Love You Again		10/3–5	9/22–25	K	M. G. M.	989.48	1,705.00
Young People		10/10–12	9/26–28	K	Fox	654.25	819.00
Return of J. James		10/6–9	9/29–30 10/1	K	Fox	1,366.45	1,165.00
We Who Are Young		10/16–17	10/2–3	K	M. G. M.	397.15	460.00
Anne of Windy Poplars		10/18–19	10/4–5	K	R. K. O.	489.26	750.00
Rhythm of the River		11/17–20	10/6–8	K	Par.	1,081.58	1,321.00
Public Deb. No. 1		10/23–24	10/9–10	K	Fox	415.03	427.00
Great McGinty		10/20–22	10/11–12	K	Par.	764.63	732.00
Wyoming		12/5–7	10/13–15	K	M. G. M.	731.23	1,029.00
Lucky Partners		10/25–26	10/16–17	K	R. K. O.	499.07	834.00
Men Against Sky		11/13–14	10/18–19	K	Fox	645.35	693.00
Foreign Correspondent		10/27–29	10/20–22	K	U. A.	854.15	1,230.00
Dance, Girl, Dance		11/24–26	10/23–24	K	R. K. O.	1,175.26	502.00
I Want a Divorce		12/11–12	10/25–26	K	Par.	327.74	757.00
Boom Town		11/6–9	10/27–31	K	M. G. M.	1,603.23	2,496.00
Carolina Moon			11/1–11/2		R. K. O.		568.00
Strike Up the Band		11/28–30	11/3–6	K	M. G. M.	949.30	1,909.00
Down Argentine Way		11/13–14	11/7–9	K	Fox	645.35	1,126.00
Strange Cargo		11/24–26	11/10–12	K	M. G. M.	1,175.26	1,305.00
Haunted Honeymoon		12/4	11/13–14	K	War.	197.94	456.00

SCHEDULE XI (25) *(Continued)*

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Brigham Young		11/21–23	11/15–16	K	Fox	1,225.85	691.00
The Westerner		12/1–3	11/17–20	K	U. A.	1,103.57	1,575.00
Knute Rockne		12/15–17	11/21–23	K	War.	840.45	1,446.00
Third Finger, Left Hand		12/8–10	11/24–27	K	Univ.	818.70	1,628.00
City for Conquest		12/20–21	11/28–30	K	War.	415.08	858.00
No Time for Comedy		12/18–19	12/1–12/3	K	War.	214.11	1,007.00
SCHEDULE XI (26)							
Quarterback	*1940*	12/13–14	12/4–5/40	K	Par.	436.75	315.00
Rangers of Fortune		12/27–28	12/6–9	K	Par.	673.03	718.00
Escape		12/22–24	12/8–10	K	M. G. M.	666.58	1,179.00
Outsider			12/11–12		All		327.00
Capt. Caution		1/29–30	12/13–14	K	U. A.	355.33	666.00
Mark of Zorro		12/25–26	12/15–18	K	Fox	751.58	1,384.00
Moon Over Burma		12/27–28	12/19–21	K	Par.	673.03	856.00
Arise My Love	*1941*	1/5–7/41	12/22–24	K	Par.	881.72	635.00
Tin Pan Alley		1/3–4	12/25–28	K	Fox	548.35	1,657.00
You'll Find Out		1/9–11	12/29–31	K	R. K. O.	915.63	1,119.00
SCHEDULE XI (27)							
N. W. Mounted Police	*1941*	1/12–15/41	1/1–4/41	K	Para.	1,625.84	2,245.00
Bittersweet		1/16–18	1/5–7	K	M. G. M.	734.17	997.00
Dr. Christian Meets Woman		1/22	1/8–9	K	R. K. O.	144.30	273.00
Tugboat Annie Sails Again		3/5	1/10–11	K	War.	177.16	770.00
The Letter		1/23–25	1/12–15	K	War.	656.88	1,317.
Go West		1/26–28	1/16–18	K	M.G.M.	1,018.66	1,030.00

SCHEDULE XI (27) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Little Nellie Kelly	2/2-4	1/18-22	K	M.G.M.	1,171.22	1,510.00
Long Voyage Home	3/28-29	1/23-25	K	U. A.	431.92	862.00
Thief of Bagdad	2/13-15	1/26-29	K	U. A.	846.85	1,242.00
Chad Hanna	2/9-11	1/30-2/1	K	Fox	981.13	955.00
Santa Fe Trail	2/20-22	2/2-5	K	War.	508.73	1,540.00
No No Nannette	2/28-3/1	2/6-8	K	R. K. O.	415.02	645.00
Love Thy Neighbor	2/23-25	2/9-12	K	Para.	1,263.61	1,813.00
Victory	2/26-27	2/13-15	K	Para.	291.49	846.00
Comrade X	3/2-4	2/16-19	K	M.G.M.	1,162.25	1,381.00
Here Comes Navy		2/20-22		War.		989.00
Kitty Foyle	3/6-8	2/23-26	K	R. K. O.	1,146.08	1,505.
Flight Command	3/16-18	2/27-3/1	K	M.G.M.	997,43	1,152.00
East of The River	3/21-22	3/2-4	K	War.	436.98	737.00
Keeping Company	3/16-18	3/5-6	K	M.G.M.	997.43	326.00
Invisible Women		3/7-8		Univ.		681.00
Gone With the Wind		3/9-12		M.G.M.		1,700.00
Trail of the Vigilantes		3/13-15		Univ.		776.00
Philadelphia Story	3/30-4/2	3/16-19	K	M.G.M.	1,333.30	1,581.00
Son of Monte Cristo	4/3-5	3/20-22	K	U. A.	697.06	1,054.00
Mr. and Mrs. Smith	4/6-9	3/23-26	K	R.K.O.	899.24	1,460.
So Ends Our Night	4/10-12	3/27-29	K	U. A.	347.83	1,030.
Back Street	4/13-15	3/30-4/2	K	Univ.	650.32	1,071.00
Hudson Bay	4/18-19	4/3-4/5	K	Fox	578.66	1,044.00
Come Live With Me	4/24-26	4/6-4/9	K	M.G.M.	698.86	1,295.00
High Sierras	5/16-17	4/10-4/12	K	War.	539.86	677.00

SCHEDULE XI (28)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Virginia	*1941*	5/27–29	4/13–16/41	K	Para.	778.24	1,781.
Western Union		5/4–6	4/17–19	K	Fox	790.36	1,041.00
Tobacco Road		5/14–15	4/20–23	K	Fox	282.71	1,031.00
Second Chorus		5/8–10	4/24–26	K	Para.	545.73	936.00
Strawberry Blonde		5/11–13	4/27–30	K	War.	1,258.71	1,476.00
Mad Doctor		5/21–22	5/1–3	K	Para.	357.13	716.00
Buck Private		5/18–20	5/4–7	K	Univ.	1,585.75	1,572.00
Topper Returns		5/23–24	5/8–10	K	U. A.	602.08	980.00
Lady Eve		5/25–27	5/11–14	K	Para.	759.07	1,158.
Badman		5/30–31	5/15–17	K	M.G.M.	864.15	1,034.00
Great Dictator		6/4–7	5/18–21	K	U. A.	1,056.97	1,556.00
Nice Girl		6/12–14	5/22–24	K	Univ.	870.94	917.00
A. Hardy's Private Secretary		6/8–10	5/25–29	K	M.G.M.	1,105.84	1,605.00
Penalty		6/11	5/30–31	K	M.G.M.	106.40	930.00
That Night in Rio		6/12–14	6/1–4	K	Fox	870.94	1,082.00
Devil and Miss Jones		6/19–21	6/5–7	K	R.K.O.	424.89	797.00
Road to Zanzibar		6/22–24	6/8–11	K	Para.	929.81	1,623.00
Great American Broadcast		6/27–28	6/12–14	K	Fox	495.24	811.00
Men of Boystown		6/29–7/1	6/15–18	K	M.G.M.	788.42	1,302.00
Woman's Face		7/9–10	6/19–21	K	M.G.M.	515.65	740.00
Ziegfield Girl		7/6–8	6/22–24	K	M.G.M.	1,062.40	994.00
Strange Alibi		7/6–8	6/25–26	K	War.	1,062.40	173.00
People vs. Dr. Kildare		7/2–3	6/27–28	K	M.G.M.	304.48	406.00
Meet John Doe		7/18–19	6/29–7/2	K	War.	599.00	1,049.00
Pot of Gold		7/13–15	7/3–5	K	U. A.	871.57	852.00

SCHEDULE XI (28) (*Continued*)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
That Hamilton Woman		7/20–22	7/6–9	K	U. A.	666.49	1,030.00
Devilboys of Air			7/10–12		War.		816.00
Love Crazy		7/28–29	7/13–16	K	M.G.M.	685.14	1,420.00
I Wanted Wings		8/3–5	7/20–23	K	Para.	832.39	1,259.00
Big Store		8/1–2	7/17–19	K	M.G.M.	509.39	1,084.00
SCHEDULE XI (29)							
One Night in Lisbon	*1941*	8/8–9/41	7/24–26	K	Para.	448.58	1,022.00
In The Navy		8/10–13	7/27–30	K	Univ.	1,609.93	1,369.00
Man Hunt		8/6–7	7/31–8/2	K	Fox	492.96	1,025.00
Billy The Kid		8/17–18	8/3–5	K	M.G.M.	1,114.96	1,155.00
Underground		8/22/23	8/6–7	K	War.	595.58	536.00
Out of Fog		8/29–30	8/8–9	K	War.	433.49	600.00
Blood and Sand		8/24–26	8/10–12	K	Fox	1,161.59	24.00
That Uncertain Feeling		8/27–28	8/13–14	K	U. A.	393.59	531.00
Reluctant Dragon			8/15–16		R.K.O.		720.00
They Met in Bombay		9/4–6	8/17–20	K	M.G.M.	869.15	1,669.00
Barnacle Bill		9/7–9	8/21–23	K	M.G.M.	1,179.16	1,092.00
Kiss the Boys Goodbye		9/12–13	8/24–27	K	Para.	564.37	1,358.00
Blossoms in Dust		9/26–27	8/28–30	K	M.G.M.	733.08	960.00
Caught in Draft		9/14–17	8/31–9/3	K	Para.	1,559.57	1,965.00
Lady from Cheyenne		9/21–23	9/4–6	K	Univ.	1,239.18	818.00
Moon Over Miami		9/21–23	9/7–10	K	Fox	1,239.18	1,401.00
Shepherd of Hills		10/3–4	9/11–13	K	Para.	695.44	1,040.00
Charlie's Aunt		9/28–30	9/14–17	K	Fox	1,168.45	1,553.00

SCHEDULE XI (29) *(Continued)*

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Ringside Maisie	10/1–2	9/18–20	K	M.G.M.	443.43	656.00
Tom, Dick and Harry	10/5–6	9/21–24	K	R.K.O.	743.30	1,165.00
My Life With Caroline	10/7–8	9/25–27	K	R.K.O.	440.71	833.00
Hold That Ghost	10/12–14	9/28–10/1	K	Univ.	1,462.75	136.00
Wild Geese Calling	10/17–18	10/2–4	K	Fox	524.90	881.00
Life Begins for Andy Hardy	10/19–21	10/5–8	K	M.G.M.	1,439.30	1,777.00
Bad Men of Missouri	10/24–25	10/9–11	K	War.	624.18	906.00
Aloma of South Seas	10/26–28	10/12–15	K	Para.	1,268.95	1,732.00
Dr. Kildaire's Wedding Day	10/29–30	10/16–18	K	M.G.M.	404.74	912.00
Dr. Jekyll and Mr. Hyde	11/2–3	10/19–22	K	M.G.M.	936.58	1,333.00
Whistling in the Dark	11/5–8	10/23–25	K	M.G.M.	1,008.18	907.00
Robin Hood (Spec. Mat.)		10/24		War.		169.00

SCHEDULE XI (30)

Sun Valley Serenade	*1941*	11/9–11	10/26–29/41	K	Fox	1,683.42	1,713.00
Navy Blues		11/13–15	10/30–11/1	K	War.	956.05	1,062.00
Dive Bomber		11/16–18	11/2–5	K	War.	1,082.77	1,881.00
Unfinished Business			11/6–8		Univ.		1,071.00
Hold Back Dawn		11/20–22	11/9–12	K	Para.	1,294.38	1,388.00
Lady Be Good		11/27–29	11/13–15	K	M.G.M.	925.02	1,120.00
Wizard of Oz (Spec. Mat.)			11/11		M.G.M.		165.00
Yank In R. A. F.		11/23–26	11/16–19	K	Fox	1,909.45	1,896.00
When Ladies Meet		12/3–4	11/20–22	K	M.G.M.	462.09	1,420.00
Nothing But the Truth		12/7–10	11/23–26	K	Para.	1,241.15	1,678.00
Belle Starr		12/14–16	11/27–29	K	Fox	1,221.28	1,173.00

SCHEDULE XI (30) (*Continued*)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Little Foxes		12/11–13	11/30–12/3	K	R.K.O.	422.78	1,193.00
Smilin' Thru		12/19–20	12/4–6	K	M.G.M.	361.36	849.00
Honky Tonk		12/24–27	12/7–10	K	M.G.M.	1,141.32	1,639.00
All That Money Can Buy		12/21–23	12/11–13	K	R.K.O.	743.95	769.00
Weekend in Havana		12/28–31	12/18–17	K	Fox	1,383.47	1,282.00
Lydia	*1942*	1/7–8	12/18–20	K	U. A.	259.25	608.00
It Started With Eve		1/4–6	12/21–24	K	Univ.	945.18	730.00
Shadow of Thin Man		1/1–3	12/25–27	K	M.G.M.	1,145.46	1,180.00
Feminine Touch		1/9–10	12/28–30	K	M.G.M.	581.83	1,163.00
(Spec. Mat.)Northwest Passage		5/1–4/40*	12/30	K 4/21–24/40*	M.G.M.	1,561.25	68.00
Birth of Blues		1/11–14	12/31–1/3	K	Para.	1,354.33	1,855.00
SCHEDULE XI (31)							
Look Who's Laughing	*1942*	1/18–20/42	1/4–7/42	K	R.K.O.	1,194.77	1,254.00
International Squadron			1/8–10		War.		973.00
I Woke Up Dreaming		1/27–29	1/11–14	K	Fox	783.85	1,663.00
Skylark		1/30–31	1/15–17	K	Para.	740.92	1,231.00
H. M. Pulham, Esq.		1/25–26	1/18–21	K	M.G.M.	1,047.40	1,918.00
Sundown		2/1–2	1/22–24	K	U. A.	1,091.39	1,210.00
Keep Em Flying		2/8–10	1/25–28	K	Univ.	1,527.69	1,795.00
Swamp Water		2/3–4	1/29–31	K	Fox	526.53	1,077.00
Louisiana Purchase		2/15–17	2/1–4	K	Para.	1,186.70	1,739.00
Appointment for Love		2/20–21	2/5–7	K	Univ.	384.04	744.00
Corsican Brothers		2/22–24	2/8–11	K	U. A.	1,081.61	1,553.00
Chocolate Soldier		2/25–26	2/12–14	K	M.G.M.	341.52	998.00

SCHEDULE XI (31) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
They Died With Boots On	3/1–3	2/15–18	K	War.	1,150.62	1,711.00
Playmates	2/27–28	2/19–21	K	R.K.O.	549.05	901.00
Babes on Broadway	3/8–10	2/22–25	K	M.G.M.	1,161.88	1,880.00
Tarzan's Secret Treasure	3/20–21	2/26–28	K	M.G.M.	610.33	1,037.00
Johnny Eager	3/15–17	3/1–4	K	M.G.M.	1,304.75	1,398.00
Suspicion	3/26–28	3/5–7	K	R.K.O.	908.39	1,168.00
How Green Was My Valley	3/22–25	3/8–11	K	Fox	1,554.57	1,925.00
You're In the Army Now	3/18–19	3/12–14	K	War.	359.28	776.00
Ball of Fire	3/29–4/1	3/15–18	K	R.K.O.	1,279.27	1,665.00
Hellzapopin	4/10–11	3/18–21	K	Univ.	652.27	1,075.00
Soul of Fury	4/5–7	3/22–25	K	Fox	1,253.63	1,783.00
Two Faced Women	4/8–9	3/26–28	K	Fox	538.46	957.00
Secrets of Wasteland		3/28 (Mat. only)		Para.		116.00
Bahama Passage	4/12–14	3/29–4/1	K	Para.	1,323.47	1,824.00
Paris Calling	4/17–18	4/2–4/4	K	Univ.	605.47	722.00
Bugle Sounds	4/19–21	4/5–8	K	M.G.M.	1,343.34	1,940.00
All Through the Night	4/24–25	4/9–11	K	War.	518.61	1,116.00
Women of the Year	4/26–29	4/12–15	K	M.G.M.	948.98	1,710.00
SCHEDULE XI (32)						
Wolfman *1942*	4/22–23	4/16–18	K	Univ.	413.86	876.00
To Be Or Not To Be	5/8–9	4/19–22	K	U. A.	587.04	1,734.00
Remember the Day	5/6–7	4/23–25	K	Fox	454.57	1,028.00
Captain Clouds	5/10–12	4/26–29	K	War.	1,170.98	1,663.00
Shanghai Gesture	5/15–16	4/30–5/2	K	U. A.	641.29	976.00

SCHEDULE XI (32) (*Continued*)

Name of Picture	Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
We Were Dancing	5/20–21	5/3–6	K	M.G.M.	367.10	1,441.00
Sullivan's Travels	5/22–23	5/7–9	K	Para.	551.79	998.00
Song of the Islands	5/24–27	5/10–13	K	Fox	1,569.27	1,469.00
Lady Has Plans	5/28–30	5/14–16	K	Para.	542.12	1,103.00
Fleets In	5/31–6/2	5/17–20	K	Para.	1,413.81	1,681.00
Roxie Hart	6/3–4	5/21–23	K	Fox	444.01	1,135.00
Ride Em Cowboy	6/7–9	5/24–26	K	Univ.	1,085.33	1,242.00
Vanishing Virginian	6/10–11	5/27–28	K	M.G.M.	309.67	475.00
Dumbo	6/21–13	5/29–30	K	R.K.O.	413.54	691.00
Kings's Row	6/14–16	5/31–6/2	K	War.	1,462.52	1,545.00
Nazis Agent	6/12–18	6/3–4	K	M.G.M.	549.84	405.00
Spoilers	6/19–20	6/5–6	K	Univ.	483.39	671.00
Shores of Tripoli	6/21–24	6/7–10	K	Fox	1,845.72	1,820.00
Male Animal	6/25–27	6/11–13	K	War.	732.35	876.00
Courtship of A. Hardy	6/28–30	6/14–17	K	M.G.M.	887.63	1,825.00
Jungle Book	7/3–4	6/18–20	K	Univ.	602.25	1,033.00
My Favorite Blonde	7/5–7	6/21–24	K	Para.	1,030.27	1,615.00
Twin Beds	7/10–11	6/25–27	K	U. A.	582.33	964.00
Rio Rita	7/12–14	6/28–7/1	K	M.G.M.	1,149.55	1,497.00
Saboteur	7/17–18	7/2–4	K	Univ.	621.62	945.00
In This, Our Life	7/19–21	7/5–8	K	War.	997.22	1,701.00
Moontide	7/15–16	7/9–11	K	Fox	475.46	949.00
Reap the Wild Wind		7/12–15		Para.		2,549.00
I Married An Angel	7/24–25	7/16–18	K	M.G.M.	476.36	836.00
My Gal Sal	7/26–28	7/18–22	K	Fox	1,169.54	1,762.00
Gold Rush	8/5–6	7/23–25	K	U. A.	475.10	805.00

SCHEDULE XI (33)

Name of Picture		Bailey Play Date	Ken Play Date	Where Played First	Distributor	Bailey Gross	Ken Gross
Tortilla Flat	*1942*	8/7–8/42	7/26–29/42	K	M.G.M.	738.07	1,736.00
10 Gent. From West Point		8/13–15	7/30–8/1	K	Fox	580.69	1,098.00